



Bonhams

1793

19th Century Paintings, Drawings & Watercolours

Wednesday 10 July 2013 at 2pm
New Bond Street, London











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Bonhams

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Sale Number: 20486

Catalogue: £22

Please see back of catalogue for important notice to bidders

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

Illustrations

Front cover: Lot 114
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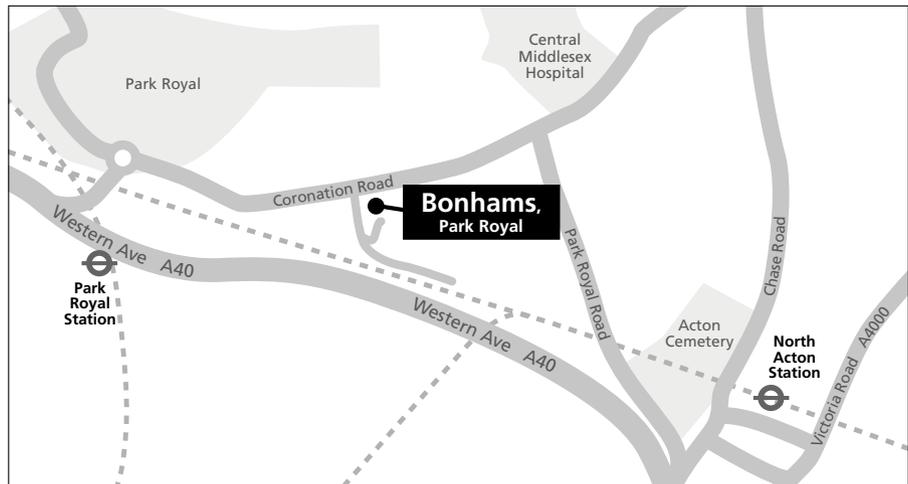
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† VAT 20% on hammer price and buyer's premium

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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 These lots are subject to the Artists Resale Right levy. Please refer to the information in section 7 of the Notice to Bidders at the back of the catalogue.



1

Johannes Hermanus Koekkoek (Dutch, 1778-1851)

Sailing vessels at the mouth of an estuary

signed and dated 'J.H.Koekkoek/1845' (lower right)

oil on canvas

61 x 82.5cm (24 x 32 1/2in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

2

Willem Koekkoek (Dutch, 1839-1895)

A busy street scene

signed 'W Koekkoek' (lower right), indistinctly inscribed on remnants of a label attached to the reverse

oil on canvas

54 x 69cm (21 1/4 x 27 3/16in).

£30,000 - 50,000

€35,000 - 59,000

US\$46,000 - 76,000



Property of an American collector

3*

Petrus van Schendel (Belgian 1806-1870)

Soirée de feux de Bengale au Vaux-Hall, Parc de Bruxelles

signed 'P.van Schendel' (on the base of the statue)

oil on canvas

69 x 99cm (27 3/16 x 39in).

£70,000 - 100,000

€82,000 - 120,000

US\$110,000 - 150,000

PROVENANCE:

The Artist's estate sale, J.& A le Roy & Frères, Brussels, 4 September 1871, lot 11

Sale, Sotheby's Amsterdam 24 April 1989, lot 333

Sale, Sotheby's London, 20 June 1990, lot 104

Sale, De Vuyst, Lokeren, Belgium, 12 December 1998, lot 433, where purchased by the present owner

EXHIBITED:

Brussels, Palais des Beaux-Arts, 1864, as *Soirée de Feux de Bengale au Vaux-Hall, Parc de Bruxelles*

Brussels, Exposition Générale des Beaux-Arts, 1866 as *Feux de Bengale, dans le jardin du Théâtre lyrique, à Bruxelles*

Portland, Maine, Portland Art Museum, Haffenreffer Gallery, 2012

LITERATURE:

Jan de Meere, *Petrus van Schendel (1806-1870). Een leven tussen licht en donker*, Leiden 2012, p.194, illustrated

Registered in the Van Schendel archive, number OS/64

Van Schendel made several studies for the present lot, including a larger version which was exhibited in 1869 (present whereabouts unknown). The artist has painted himself into the composition (in the left corner) sharing the crowd's fascination with the sculpture, illuminated by the 'Bengal lights', a form of firework that gave out a slow burning light of various hues. Some of the crowd hold their noses or cover their mouths to shield themselves from the highly noxious effects of the smoke produced by the lights.

We are grateful to Jan de Meere for his assistance in cataloguing this lot.





Cornelis Springer, *Zaltbommel van Balverenkapel*, pencil, 57 x 41cm Museum Stadskasteel, Zaltbommel

Other properties

4

Cornelis Springer (Dutch, 1817-1891)

De ingang van de Sint Maartenskerk bij de zogenaamde Balverenkapel te Zaltbommel

signed and dated 'C. Springer 1860' (lower right), inscribed on remnants of an old label attached to the reverse, also with artist's seal on reverse

oil on canvas

47.5 x 58.5cm (18 11/16 x 23 1/16in).

£30,000 - 40,000

€35,000 - 47,000

US\$46,000 - 61,000

PROVENANCE:

Ex collection J.C. van Pappelendam, Amsterdam, purchased directly from the artist, June 18th 1860, sold for Dfl. 325

Private collection, UK

LITERATURE:

W. Laanstra et al, *Cornelis Springer, 1817-1891*, Utrecht, 1984, p.125, nr.60-9 (not illustrated)

In the beginning of his career, Springer drew and painted mostly fantasy cityscapes, based on sketches he made during his trips abroad. A striking building is sometimes still to be recognized, but is usually placed in an imaginary environment. From the 1850s however, Springer focused on producing more topographically accurate cityscapes, especially Dutch cities with a rich historical background.

Springer visited Zaltbommel, a 1000 year old fortified town situated on the banks of the river Waal in the province of Gelderland, between 31 August and 2 September, 1859. During this stay he made several pencil sketches, including the tower of St. Martin, the Nonnenstraat with Maarten van Rossum house (now a museum) and also two drawings of

the Van Balveren Chapel at St. Martin's Church, both dated September 1, 1859. Both drawings were sold at auction in 1891 and are now in the collection of the Museum Stadskasteel in Zaltbommel.¹ One of these drawings, taken from southwest of St. Martin with a part of the church (see illustration) formed the basis for the present lot, which was commissioned a year later by the Amsterdam art dealer J.C. van Pappelendam². Springer received the sum of Dfl. 325, at that time a considerable amount for a painting of this size.

Springer clearly recognised both the artistic and commercial importance of the motif, and a few months later he produced a very similar watercolour of the same subject, which he sold in 1861 to a Dordrecht collector called Verhegge, for the sum of Dfl. 200.

As Springer's commercial success increased, he started from about 1860 to use a wax seal on the reverse of his paintings-as with the present lot-by way of confirming their authenticity and guarding against his imitators.

¹Auction Fred. Muller, Amsterdam, 1 December 1891, lot 88, together with nine other pencil sketches of Zaltbommel

²J.C. van Pappelendam was Springer's largest buyer among art dealers, purchasing 63 paintings between 1856 and 1872

We are grateful to Willem Laanstra for his assistance in cataloguing this lot, and for confirming the attribution to Cornelis Springer on the basis of photographs.

The work lot will be included and illustrated in colour in the forthcoming oeuvre-catalogue *Cornelis Springer 1817-1891*, catalogue chapter 1, nr.60-9, now being prepared by Willem Laanstra, to be published in 2017 to mark the bi-centenary of Springer's birth.





5

Eugène Rémy Maes (Belgian, 1849-1931)

On a winter's morn

signed 'E.R.Maes' (lower left), inscribed 'Je soussigné déclare que ce/

tableau ci coutre est original/et peint par moi/E.R.Maes' on reverse

oil on panel

20.5 x 32cm (8 1/16 x 12 5/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600



6

Henriette Ronner-Knip (Dutch, 1821-1909)

Best of friends

signed 'Henriette Ronner.' (lower right)

oil on panel

48.5 x 62cm (19 1/8 x 24 7/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE:

Private European collection



7

Johannes Hubertus Leonardus de Haas (Dutch, 1832-1908)

Cattle in a pasture

signed 'JHL. de Haas-'(lower right)

oil on panel

79 x 100cm (31 1/8 x 39 3/8in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

PROVENANCE:

with W.H.Patterson Fine Art Ltd.

Private collection, UK



8W

Johannes Hubertus Leonardus de Haas (Dutch, 1832-1908)

Waiting for the catch
signed 'JHL de Haas-' (lower left)

oil on panel

95 x 162cm (37 3/8 x 63 3/4in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

with Williams & Son.

Private collection, UK



9

Johannes Christiaan Karel Klinkenberg (Dutch, 1852-1924)

Rotterdam, with the Laurenskerk in the background

oil on canvas

60.5 x 80.5cm (23 13/16 x 31 11/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000



10

Jozef Israëls (Dutch, 1824-1911)

Wading ashore

signed 'josef Israëls' (lower left)

oil on panel

50 x 34cm (19 11/16 x 13 3/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

Sale, Christie's, 4 July 1913, sold for £651 (according to a label on reverse)

with Gooden & Fox, circa 1924

with N. Mitchell

Private collection, UK

11

Johan Antonie de Jonge (Dutch, 1864-1927)

Summertime on Scheveningen Beach

signed with monogram (lower right)

oil on canvas

41 x 72.5cm (16 1/8 x 28 9/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

The present lot is an exciting discovery, painted by one of the most talented artists of The Hague School's second generation. It is closely related to a watercolour of similar dimensions, *Zomernamiddag aan het strand*, which de Jonge painted in 1903 (sold Sotheby's, Amsterdam, 19 April 2005, lot 221, as *A day at Scheveningen Beach*, and listed in the catalogue raisonné, no.AS-26.)

Born in Rotterdam, Johan Antonie de Jonge attended the Academie Voor Beeldende Kunsten in The Hague, where he studied alongside Frits Maris, Willem de Zwart and Willem Weissenbruch. In parallel to his artistic studies, he trained as a lawyer, and settled into practice in The Hague, although by 1903 he had abandoned this legal career. Modest about his own talents, de Jonge sold and exhibited very little of his work, focussing instead on philanthropic deeds.

Johan de Jonge drew inspiration from the bustling beach at Scheveningen, close to the artist's home in The Hague, producing many studies in oil and watercolour, of children paddling and swimming, families relaxing, boats and beach carriages, rendered with fluid strokes and encapsulating life at leisure at the turn of the last century.

LITERATURE:

Sillevis et al, *Johan Antoni de Jonge (1864-1927)*, Hilversum, 2000, passim





12

Charles Towne (British, 1763-1840)

A wooded river landscape with an angler in the foreground
oil on canvas

49.5 x 61.5cm (19 1/2 x 24 3/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



13

Frederick Waters Watts (British, 1800-1862)

Harvest time

oil on canvas

44.5 x 99.5cm (17 1/2 x 39 3/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



14

Henry John Boddington (British, 1811-1865)

The timber wagon
bears a signature 'H.J. Boddington' (lower right)
oil on canvas

54 x 80cm (21 1/4 x 31 1/2in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



15W

William Shayer, Snr. (British, 1787-1879), and Edward Charles Williams (British, 1807-1881)

An old roadside inn, Kent

signed with initials 'ECW' and 'WS' and dated '1850' (lower right),

inscribed 'An old roadside inn nr Kent/painted for H Wallis Esq/Aug 1850

E.C.Williams' on a label attached to the reverse

oil on canvas

74 x 125cm (29 1/8 x 49 3/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$23,000 - 30,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK

16W

William Linton (British, 1791-1876)

The Temple of Female Fortune with the Acqua Felice
signed and dated 'WLinton/1849' (lower right)

oil on canvas

78.5 x 123cm (30 7/8 x 48 7/16in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

PROVENANCE:

Ex. collection J. W. Barnett, Southbourne

Private collection, UK, for circa 80 years

EXHIBITED:

London, Royal Academy, 1849, no.285

Born in Liverpool, William Linton started his early life in a merchant's office before becoming a professional artist. He exhibited at the Royal Academy from 1817, his early submissions drawn from England's picturesque countryside, often depicting scenes from the Lake District. In 1826, he was commissioned by the Duke of Bedford to paint an 'Italian Scene,' for the dining-room at Woburn Abbey. He also received commissions from Lord Egremont, and many of his works were engraved.

Linton took an active role in the founding of the Society of British Artists, of which he became President in 1837, and exhibited at the Royal Academy, British Institution and the Old Watercolour Society from 1817-59. Linton also published several books, *Scenery of Greece and its Islanders* (1857), which was illustrated with 50 of his engravings, and *Ancient and Modern Colours, from the Earliest Periods to the Present Time, with their Chemical and Artistical Properties* (1853), which displayed his interest in chemistry. Linton was best known for his classical landscapes, 'characterised by an unaffected truthfulness' ¹, which were inspired by several tours to the South of France, Italy and Malta and Greece.

The present work, following its exhibition at the Royal Academy, was purchased by Sir Robert Peel, who was twice Prime Minister in the 1830s and 1840s. Peel put together a formidable art collection, mostly by Dutch and Flemish masters. Much of the collection was sold to the National Gallery in 1871, to cover the debts of Peel's profligate son.

The Acqua Felice is one of the aqueducts of Rome, completed in 1586 by Pope Sixtus V. It was one of the first new aqueducts in early modern Rome, sourced from the springs at Pantano Borghese, off Villa Casilina. The aquaduct runs for 15 miles, terminating at the Fontana dell'Acqua Felice on the Quirinal Hill, standing to one side of the Strada Pia (now Via del Quirinale) so as to form a piazza.

¹ Robert Edmund Graves, Dictionary of National Biography



17 † W

Thomas Miles Richardson (British, 1784-1848)

The Thames at Chelsea Reach

signed and dated 'T.M.Richardson/1845.' (lower right)

oil on canvas

94.5 x 164.5cm (37 3/16 x 64 3/4in).

£30,000 - 50,000

€35,000 - 59,000

US\$46,000 - 76,000

PROVENANCE:

with Thomas Agnew & Sons, Ltd.

The present lot is a rare and impressive example of Richardson's London views. Best known for his depictions of North-East England, Richardson was born in Newcastle, starting his career as a cabinet maker, before turning his attention to fine art in 1806. He exhibited at the Royal Academy from 1814, and at the Royal Society of British Artists from 1827. Richardson helped to found the Northern Academy of Arts and organised the first Fine Art Exhibition in the north of England in 1822. The Laing Art Gallery, Newcastle, houses a number of important works by the artist, including a rare watercolour of London, *Scene at Greenwich, on the River Thames*. Another London scene, *View on the Thames at Chelsea, with Battersea Bridge*, was shown at the Royal Society of British Artists, 1841, no.333.





18W

George Cole (British, 1810-1885)

Early morning on the Tamar, Devon
signed and dated 'G.Cole/1872' (lower right)

oil on canvas

87 x 123cm (34 1/4 x 48 7/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

PROVENANCE:

Purchased from the RBA by Fothergill, 1872
with Vicars Brothers, London

Sale, Christie's London, 15 December 1966, lot 68

Sale, Christie's London, 26 November 2002, lot 126

Private collection, UK

EXHIBITED:

London, Royal Society of British Artists, 1872, no.11



19

Henry John Boddington (British, 1811-1865)

Going to pasture

signed and dated 'H.J.Boddington 1847' (lower right), signed and inscribed with title and artist's address on an old label on the reverse
oil on canvas

47 x 82cm (18 1/2 x 32 5/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



20

Edward William Cooke, RA (British, 1811-1880)

Scheveningen

signed 'E.W.Cooke.' (lower right), signed and inscribed 'Scheveningen./

E.W.Cooke' and with artist's seal on reverse

oil on board

30 x 45.5cm (11 3/4 x 17 15/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100

PROVENANCE:

with St. Helier Galleries Ltd., Jersey

Private collection, UK



21W

Richard Brydges Beechey (British, 1808-1895)

Wild weather in the sound, Plymouth
signed and dated 'RBeechey 87' (lower right), inscribed with title on a
label attached to the reverse

oil on canvas

76 x 114.5cm (29 15/16 x 45 1/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

22

Edward Pritchett (British, 1828-1864)

A view of St. Mark's Square, Venice, with San Giorgio Maggiore in the distance

oil on canvas

63.5 x 98.5cm (25 x 38 3/4in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



23

Edward Pritchett (British, 1828-1864)

The Riva degli Schiavoni and Bacino di San Marco from the steps of St. Maria della Salute; Distant view of San Giorgio Maggiore

a pair, both signed 'E Pritchett' (one lower left, one lower right)

oil on canvas, each

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

(2)

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

Sale, Sotheby's London, 9 June 1993, lot 111

Private collection, UK





24W

William Sidney Cooper (British, 1854-1927)

Sheep and shepherd on a country path with a windmill beyond
signed and dated 'William Sidney Cooper 1891.' (lower left)

oil on canvas

71.5 x 124.5cm (28 1/8 x 49in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600



25W

Thomas Sidney Cooper RA (British, 1803-1902)

The milkmaid

signed and dated 'T Sidney Cooper/1836' (lower left)

oil on canvas

95.5 x 132cm (37 5/8 x 51 15/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$23,000 - 30,000

PROVENANCE:

Sale, Sotheby's, London, 3 June 1998, lot 123

Private collection, UK

LITERATURE:

Kenneth J. Westwood, *Thomas Sidney Cooper: his life and work*, Volume 1, Ilminster, 2011, p.19, cat. no. O.1836.29; illustrated in colour, Volume 2, p.96, plate 53



26W

Thomas Sidney Cooper RA (British, 1803-1902)

Sheep in a landscape

signed and dated 'T Sidney Cooper RA/1890' (lower left)

oil on canvas

77 x 127cm (30 5/16 x 50in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100

LITERATURE:

Kenneth J. Westwood, *Thomas Sidney Cooper: his life and work*, Volume 1, Ilminster, 2011, p.458, cat. no. O.1890.14

PROVENANCE:

Sale, Sotheby's London, 17 March 1999, lot 17



27

Richard Ansdell, RA (British, 1815-1885)

Sheep on a mountainside
signed and dated 'R Ansdell/1856' (lower right)
oil on canvas

33.5 x 43cm (13 3/16 x 16 15/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

PROVENANCE:

with Richard Green Fine Paintings, London
Private collection, UK

This lovely painting was part of a touring exhibition, visiting the Malcolm Innes Gallery in Edinburgh, Lytham Hall in Lancashire and the Richard Green Gallery in London to mark the centenary of the artist's death in 1985.

It is easy to see why it was chosen as it's a fine example of one of Ansdell's sensitive portrayals of sheep for which he is well-known. During his annual visits to the Highlands of Scotland he built up a good working relationship and affinity with the local shepherds as they toiled hard for a living managing their flocks in the inhospitable terrain. Indeed, Richard Ansdell had a small flock of his own, thus he painted sheep with such incredible accuracy and empathy.

Despite the distant snowy slopes, this painting has a spring-like feel to it due to the lightness of the brush-strokes and the freshness of the colour palette; without the drama and foreboding that many of his later sheep paintings had. It is a depiction of a tender life event amongst the crags of a Scottish mountainside. A celebration of new life against all the odds.

We are grateful to Sarah Kellam to thank Sarah Kellam, great-great-granddaughter of the artist for her help in cataloguing this lot.



28

William Henry Knight (British, 1823-1863)

The game of marbles

signed and dated 'W.H.Knight 1861' (lower right)

oil on panel

40 x 50.5cm (15 3/4 x 19 7/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100

PROVENANCE:

Sale, Sotheby's, London, 25 March 1987, lot 308

Private collection, UK



29

George William Willis (British, active 1845-1869)

Leap Frog

signed 'G.W.Willis' (lower left on fence), inscribed with title and artist's name and address on reverse

oil on canvas

72 x 107.5cm (28 3/8 x 42 5/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000



30
William Henry Hunt, OWS (British, 1790-1864)
Boy with a lantern
signed and dated 'W. Hunt./1828' (lower left)
watercolour
29 x 23cm (11 7/16 x 9 1/16in).
£2,000 - 3,000
€2,300 - 3,500
US\$3,000 - 4,600



31

Alexander M. Rossi (British, 1840-1916)

A Deserter

signed 'A M Rossi' (lower left), inscribed with title and artist's name and address on a label attached to the reverse

watercolour

90 x 70cm (35 7/16 x 27 9/16in).

£3,000 - 4,000

€3,500 - 4,700

US\$4,600 - 6,100

PROVENANCE:

Sale, Christie's, South Kensington, 1 November 1988, lot 51, sold for £6,000

EXHIBITED:

Southport, 1900

32W

After William Powell Frith, RA

The Derby Day

oil on canvas

103 x 226.5cm (40 9/16 x 89 3/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

The present work is a same sized copy of Frith's iconic work, completed in 1858 and now in the collection of Tate Britain. When Frith's masterpiece was shown at the Royal Academy (1858, no.218) the response was so overwhelming that a rail was erected to keep the crowds back and a policeman was placed on guard. *The Times* noted that 'no closer nor completer transcript of a scene of English amusement has been painted since Hogarth'. *The Derby Day* comprises a series of social vignettes. Frith's interest in physiognomy and phrenology, seeing the face as 'a sure index of character' and social origin, is clearly evident, his characters, especially the groups of criminals and 'low lifes', confirming to social stereotypes. As Christopher Wood commented: 'Frith's picture is an accurate and faithful record of the moral climate of the time, combined with the skilful use of current ideas about physiognomy, character, and class distinction'.¹

The Derby Day was one of Frith's great panoramas of modern society, and stands alongside *Life at the seaside* (RA 1854, no.157) and *The Railway Station* (completed in 1862) as evidence of his talent at representing 'the infinite variety of everyday life...the kaleidoscopic aspect of the crowd'. Following a visit to Kempton races in 1854, Frith noted 'Here is a scene I'd like to paint- "modern life" with a vengeance'. The result, and Frith's achievement at depicting 'groups and tents and sports, the jockeys, course, stands and all the rest' was remarkable, and he sold both the painting and the copyright, before it was even finished. Following the extraordinary furore at the RA, the work toured throughout the UK, going on to Europe, the USA, and Australia.

¹Christopher Wood, *William Powell Frith, A painter and his world*, Stroud, 2006, pp.57-73 and passim

LITERATURE:

Mark Bills & Vivien Knight (ed), *William Powell Frith, Painting the Victorian Age*, London, 2006, passim

William Powell Frith, *My Autobiography and Reminiscences*, London, 1887, passim





33

Heywood Hardy (British, 1843-1933)

A country guide

signed 'Heywood Hardy .' (lower left)

oil on canvas

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

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000



34W

Walter Dendy Sadler, RBA (British, 1854-1923)

The chaperone

signed 'W. Dendy Sadler' (lower left)

oil on canvas

65.5 x 122cm (25 13/16 x 48 1/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

35

Richard Caton Woodville (British, 1856-1927)

Ratisbon, incident of the French camp
signed and dated 'R.CatonWoodville./May 1907.' (lower left)

oil on canvas

101 x 76cm (39 3/4 x 29 15/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000

PROVENANCE:

Sale, Sotheby's London, 9 June 1999, lot 47

The battle of Ratisbon, a medieval city in Bavaria, located on the banks of the Danube, was the final major battle in the initial Bavarian phase of the Franco-Austrian War of 1809. Fought on 23 April 1809, the campaign (also known as the Battle of Regensburg) saw the French push the Austrians out of their last foothold on the southern bank of the Danube.

Marshal Jean Lannes led French troops to scale the walls of the city on ladders and although the Austrians bravely defended the city they were soon defeated, withstanding just long enough for the army to escape into Bohemia. Napoleon suffered a minor injury at this battle, being wounded in the ankle by a small artillery round, luckily for him the shot was fired at a distance so no severe damage was done. The death toll was devastating for both sides the French losing between 1,500-2,000 troops, whilst it was reported that 6,000 Austrians were killed.

The title of the painting comes from Robert Browning's poem, 'Incident of the French Camp', which was published in *Dramatic Romances* in 1845, and relates 'A story of modest heroism'. Browning's poem describes the scene where a boy soldier, mortally wounded, rushes to tell Napoleon of the successful sacking of Ratisbon, before dying at the Emperor's feet. Browning's notes to the poem inform us that 'the incident related is said...to be a true one...except that the real hero was a man', as the artist has portrayed him in the present lot.

You know, we French stormed Ratisbon:

A mile or so away,

On a little mound, Napoleon

Stood on our storming-day;

With neck out-thrust, you fancy how,

Legs wide, arms locked behind,

As if to balance the prone brow

Oppressive with its mind.

...

"Well," cried he, "Emperor, by God's grace

"We've got you Ratisbon!

"The Marshal's in the market-place,

And you'll be there anon

To see your flag-bird flap his vans

Where I, to heart's desire,

Perched him--" The chief's eye flashed; his plans

Soared up again like fire.

The chief's eye flashed, but presently

Softened itself, as sheathes

A film the mother-eagle's-eye

When her bruised eaglet breathes,

"You're wounded!" "Nay," the soldier's pride

Touched to the quick, he said:

"I'm killed, Sire!" And his chief beside,

Smiling the boy fell dead.



36

Myles Birket Foster, RWS (British, 1825-1899)

The blackberry gatherers

signed with monogram (lower left)

watercolour and bodycolour

34 x 71cm (13 3/8 x 27 15/16in).

£30,000 - 50,000

€35,000 - 59,000

US\$46,000 - 76,000

PROVENANCE:

S.Henry Wills Esq, Chiddingstone Castle, Edenbridge, Kent





37

Frank William Warwick Topham (British, 1838-1924)

The village genius
signed and dated 'Frank.W.W.Topham 1884' in pencil (lower left), signed
and inscribed with title and artist's address on old label on the reverse
watercolour over pencil

54 x 76.5cm (21 1/4 x 30 1/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

EXHIBITED:

Royal Institute of Painters in Watercolour (according to a label on the
reverse)

Liverpool, Walker Art Gallery, *Autumn Exhibition of Pictures*, 1884,
no.1114



38

Myles Birket Foster, RWS (British, 1825-1899)

The swing

signed with monogram (lower right)

watercolour and bodycolour

32.5 x 70.5cm (12 13/16 x 27 3/4in).

£15,000 - 20,000

€18,000 - 23,000

US\$23,000 - 30,000

PROVENANCE:

with Frost & Reed, 1945

Private collection UK



39

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

Ben Ledi at sunset

signed 'Alfred.de Bréanski' (lower right), signed and inscribed with title
on reverse

oil on canvas

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

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000



40

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

Ye banks and braes of Bonny Doone

signed 'Alfred. de Bréanski' (lower right)

oil on canvas

61 x 91.5cm (24 x 36in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



41*

Benjamin Williams Leader, RA (British, 1831-1923)

Stepping Stones across the Conway, North Wales
signed and dated 'B.W.Leader./1862 Retouched 1866' (lower left)

oil on canvas

56 x 82cm (22 1/16 x 32 5/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

PROVENANCE:

with Cooling Galleries, Ltd.

Private collection, Canada

We are grateful to Ruth Wood for her assistance in cataloguing this lot.



42W

Benjamin Williams Leader, RA (British, 1831-1923)

Evening, Worcester-clearing up after rain

signed and dated 'B.W.LEADER.1886.' (lower left), signed and inscribed with title in pencil on stretcher

oil on canvas

76 x 122cm (29 15/16 x 48 1/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000

PROVENANCE:

with Arthur Tooth, purchased directly from the artist, May 1886 for

£275.00

Sale, Christie's London, 11 March 1900, lot 25, purchased by Mitchell

with Cooling Galleries, June 1921

Sale, Sotheby's Belgravia, 18 April 1978, lot 191

with Richard Green Fine Paintings, London

Private collection, UK

We are grateful to Ruth Wood for her assistance in cataloguing this lot.



43W

Benjamin Williams Leader, RA (British, 1831-1923)

The end of the day

signed and dated 'B.W.LEADER. 1900.' (lower left), signed and inscribed

with title in pencil on the stretcher

oil on canvas

92 x 143cm (36 1/4 x 56 5/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

with Arthur Tooth, purchased directly from Leader, March 1900, for
£350.00

Exhibited at Tooth's Spring Exhibition, 1900, no.78

Purchased (presumably from Tooth) for £540.00 in 1900

Private collection, UK

We are grateful to Ruth Wood for her assistance in cataloguing this lot.



44

Sidney Richard Percy (British, 1821-1886)

Mountainous landscape with figures
signed and dated 'S R Percy. 1873' (lower right)

oil on canvas

61 x 96.5cm (24 x 38in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



45

Helen Allingham, RWS (British, 1848-1926)

A Surrey cottage

signed 'H.Allingham' (lower left)

watercolour

24.5 x 31.3cm (9 5/8 x 12 5/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

with M Newman Ltd., London

Private collection, UK

LITERATURE:

Advertisement in *Apollo* magazine, December 1947 as 'The Cottage by the Wood'

The name Helen Allingham will always be associated with paintings of Surrey cottages and farmhouses, however there is more to her paintings than meets the eye. They represent her concern for the future of the English countryside which was a topical subject at the time.

It is likely that her friend and Surrey neighbour, Gertrude Jekyll, took the artist to see this 17th century cottage. Miss Jekyll wrote about, and recorded through her photographs, once common sights around her Godalming home. Her work was published in 1904 under the title 'Old West Surrey'. This cottage appeared in a photograph taken by Miss Jekyll in 1888 and it still stands in a remote part of Dunsfold.

We are grateful to Annabel Watts for her assistance in cataloguing this lot.



46

Helen Allingham, RWS (British, 1848-1926)

A Gloucestershire cottage under the Cotswold Hills

signed 'H. Allingham' (lower right)

watercolour

34.5 x 28.5cm (13 9/16 x 11 1/4in).

£8,000 - 10,000

€9,400 - 12,000

US\$12,000 - 15,000

PROVENANCE:

Sale, Christie's 9 December 1932, Property of Mrs Methuen, 'A Cottage

under the Cotswolds' 12 x 9 1/2, bought by Newman for £15 15s

with Leggatt Brothers

Priave collection, UK

Helen Allingham's watercolours of West Country subjects can be pinpointed to the latter part of her career. Since she was widowed in 1889 and living in Hampstead, Helen had to paint six days a week to provide for her three children. Her hard work paid off and her watercolours were representing Great Britain at international exhibitions, and there was a great demand for her paintings of the English countryside by dealers and collectors alike. In the late 1890s she visited Gloucestershire to paint buildings that remained unrestored. It was an area not unfamiliar to the artist. As a young art student in the late 1860s she painted a view of Gloucester cathedral, another of Llanthony Priory and sketched around Whittington, when she visited her aunt in Prestbury.

We are grateful to Annabel Watts for her assistance in cataloguing this lot.

47*

Louise J. Rayner (British, 1832-1924)

Windsor

signed 'Louise Rayner' (lower left)

watercolour and bodycolour

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

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000



48

Frederick Morgan (British, 1847-1927)

Sunshine and showers

signed 'Fred Morgan' (lower right)

oil on canvas

93 x 66cm (36 5/8 x 26in).

£30,000 - 50,000

€35,000 - 59,000

US\$46,000 - 76,000

PROVENANCE:

Sale, Christie's London, 1 June 1917, lot 76, price £32.10

Private collection

Fred Morgan had a very successful career painting children at play; even in the rain the children he paints are enjoying themselves. Harvesting, fruit picking and children holding baskets of apples were a recurring part of Morgan's repertoire. Pears Soap reproduced *The Garden of Eden* as a popular print with their 1891 Christmas Annual. The work shows an elder sister lifting her younger brother to reach the ripe apples. Morgan also painted playful carrying games like *Steady* (RA, 1892) and *Her Constant Care* (Institute of Painters in Oils, 1894).

As with Morgan's *Watching and Waiting* (RA, 1889) the present lot, which can be dated to the 1890s, shows two young girls left to shelter under an umbrella. The two models also appear in *Catch Hold!* (1891, Institute of Painters in Oils), where the sister is walking on stepping stones across a stream while carrying her young brother on piggy-back. Another young child, holding a basket, is being encouraged to 'catch hold' and be guided over the stepping stones. The following year, the models appear again in *Don't Be Frightened!* (RA, 1892): '... an elder sister standing knee-deep in the sea, holding a little naked, golden-haired child in both her arms, the fair, delicate flesh is strong relief against her dark bathing gown, exhibited at last year's Academy, enjoyed a wholly legitimate success.'¹ Both of these, together with a few other works around this date, were painted whilst Morgan was staying, with his second wife Mary, at Ventnor on the Isle of Wight.

There is no record of Morgan exhibiting the present lot, which remained with the artist until he submitted it to auction in 1917.

¹Charles Lewis Hind, *Black and White Handbook to the Royal Academy and New Gallery Pictures*, London, 1893 p.38

We are grateful to Terry Parker for his assistance in cataloguing this lot.





49W

Thomas Benjamin Kennington (British, 1856-1916)

The ace of hearts

signed and dated 'T. B. Kennington-82' (lower right)

oil on canvas

128 x 103cm (50 3/8 x 40 9/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000



50

James Thomas Linnell (British, 1826-1905)

A May morning

While Earth herself is adorning,

This sweet May-morning

(Wordsworth, *Intimations of
Immortality*)

signed and dated 'James T. Linnell/1861 & 74' (lower left), signed and

inscribed with title on a label attached to the reverse

oil on canvas

67.5 x 95.5cm (26 9/16 x 37 5/8in).

£15,000 - 20,000

€18,000 - 23,000

US\$23,000 - 30,000

EXHIBITED:

London, Royal Academy, 1861, no.475

51

Frederick Morgan (British, 1856-1927)

Come Along!

signed and dated 'Fred Morgan/1875' (lower right), indistinctly signed and inscribed with title and artist's address on an old label attached to the reverse

oil on canvas

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

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

EXHIBITED:

Society of British Artists, Winter 1875 no.401, price £126.00

Liverpool, Free Library and Gallery, Autumn 1876 no.308, price £100.00

LITERATURE:

Liverpool Mercury, 'Autumn Exhibition, Free Library, no.IV', 19 September 1876:

'This is a very high-class work. It is splendid in execution, warm and beautiful in tone, and well drawn. The tale speaks for itself.'

Fred Morgan married fellow artist Alice Havers (1850-90) on 13 April 1872 at St. George's Parish Church, Bloomsbury. The newly-weds took up residence at 5 Clyde Street, West Brompton, London and Alice became pregnant within a few weeks. On 13 February 1873 their son Valentine was born, a day earlier than his name suggests. He too would exhibit at the Royal Academy using his mother's maiden name, Val Havers.

Both parents exhibited at the Royal Academy Summer Exhibition in May 1873 and each sold one work; in the same year they also jointly exhibited *A Ha'p'orth O'Pops P'ease* (painted in the village sweet shop in Shere, Surrey) at the Society of British Artists Winter exhibition. By the time their second child, Lilian Emmeline, was born on 5 January 1875 they had decided to leave London and rent a large farm house, Edmund's Farm in Gomshall, the village adjoining Shere. One reason for painting in this area was that Fred's mother Henrietta and his father, the artist John Morgan, RBA (1823-85) lived in nearby Guildford. Henrietta's failing health was of much concern to Fred. Gomshall also had easy railway access to London.

Following the opening of the Royal Academy Summer exhibiton in May, many London-based artists headed for the country to work on the following year's exhibits. There were so many artists staying and painting in and around Shere that Fred and Alice were fortunate to secure accommodation. Titles like 'The Surrey Hills' abound at exhibitions. Unlike today this part of Surrey was a poor, rurally depressed area; the rural surroundings inspired a radical change in style Fred and Alice, their subjects moving from urban and interior scenes, to harvesting and agrarian hardship.

The present lot was painted when Morgan was 28 years old: unusually for the artist the work is dated. Alice Havers does not appear as the model for the mother as she was far too busy with her own canvases; in fact the same model appears seated by a sandy track in Alice Havers's 1877 RA exhibit *The End of Her Journey*. The baby is modelled by Lilian Morgan, the first appearance of the artist's daughter in Morgan's work.

Fred Morgan painted around twenty works in and around the Surrey Hills, returning to this theme with *A Little Weary One* (1881, Glasgow). Alice painted at least a dozen works in the area, often featuring the distinctive sandy paths.

Following his academy successes, Morgan increased the price of the present lot, but after it failed to sell at the SBA he reduced the price for the Liverpool exhibition.

We are grateful to Terry Parker for his assistance in cataloguing this lot.





John Simmons, *Titania*, Bristol Museum and Art Gallery

52
John Simmons (British, 1823-1876)
 Scene from *A Midsummer Night's Dream*
 signed and dated 'J.Simmons.1873.' (lower right)
 watercolour
 72.5 x 95.5cm (28 9/16 x 37 5/8in).
 £40,000 - 60,000
 €47,000 - 70,000
 US\$61,000 - 91,000

PROVENANCE:
 Purchased for £25 from Grindley and Palmer, Liverpool, 1935
 Gifted to the present owner, 1965

Born in 1823, John Simmons is listed in Bristol directories as a miniature painter, living in Clifton. Although primarily supporting himself through portraiture during the 1850s and 1860s, Simmons is most celebrated for his enchanting watercolours of ethereal fairyland scenes, and the present lot is one of the finest and most ambitious examples.

Fairy painting was a genre which found a renewed popularity in the 19th century, these mystical worlds granting the viewer an escape from reality and solace from the hardships of Victorian life. As Jeremy Maas commented, 'no other type of painting concentrates so many of the opposing elements in the Victorian psyche: the desire to escape the dreary hardships of daily existence; the stirring of new attitudes towards sex, stifled by religious dogma; a passion for the unseen; psychological retreat from scientific discoveries; the birth of psychoanalysis; the latent revulsion against the exactitude of the new invention of photography.'¹

Shakespeare's *A Midsummer Night's Dream* was a popular theme of the period, painted by artists such as Robert Huskisson, John Anster Fitzgerald, John Atkinson Grimshaw, Francis Danby and Richard Dadd. Simmons painted a number of works in the 1860s and 1870s which draw inspiration from Shakespeare's play. In the present lot, the artist captures a botanical dreamlike world filled with nymphs and sprites, showcasing his furtive imagination with incredible skill. Believed to capture Act II Scene II, the work depicts the sleeping Hermia (the central right figure) and Titania (central left), whom Oberon spikes with a love



potion, sprinkling it onto his quarrelling fairy queen's eyes, ensuring that when she wakes she will fall in love with whomever she first sees.

*What thou seest when thou dost wake,
 Do it for thy true-love take,
 Love and languish for his sake:
 Be it ounce, or cat, or bear,
 Pard, or boar with bristled hair...*

(Oberon, Act II Scene II)

Using the winding flowers and convolvulus as a decorative motif, Simmons romantically frames the central figures, creating a stage in which their narrative can play out. Blurring the boundaries between reality and dreams, he creates a poetical vision of Shakespeare's play. The complexity of the composition is unusual for Simmons, who usually depicts one or two figures framed by foliage, often capturing his heroine Titania. Painting her in a number of poses, Simmons depicts the fairy queen as a paradigm of Victorian female beauty, often painting her delicately veiled, as here, covered in minutely realistic flowers with wings, opal or agate. Works like his 1866 *Titania* (Bristol Museums and Art Gallery, featured in the 1997 Royal Academy exhibition *Victorian Fairy Painting*), and *Titania sleeping in the moonlight protected by her fairies* (sold in these rooms, 9 March 2004, lot 86) has led Simmons' fairy paintings to be singled out from his contemporaries for their eroticism, the light draperies barely covering the nude bodies beneath. Charlotte Gere notes that eroticism in fairy paintings was a common concept in the Victorian era, explaining, 'suggestiveness in fairy paintings is one of many parallels with Orientalism, the exotic setting exonerating the viewer from voyeurism'.²

As the present lot demonstrates, the soft charm of Simmons' sensual nudes and the delicacy of their painting elevates them above mere objects of carnal desire. Jeremy Maas defended Simmons, stating 'it could be said...that Simmons uses fairy trappings to mask the otherwise blatant exoticism of the paintings, but his evocation of fairyland is too successful for this to remain true.'³

¹ Jeremy Maas, *The stuff that dreams are made of*, Exhibition Catalogue, London, 1996

² Charlotte Gere, 'In Fairyland' *Victorian Fairy Painting*, ed. Jane Martineau, The Royal Academy of Arts, London, 1997, p.68

³ Jeremy Maas, *The stuff that dreams are made of*, Exhibition Catalogue, London 1996



53AR

William Frank Calderon (British, 1865-1943)

A private trial

signed and dated 'W. Frank Calderon/1890' (lower left), inscribed with title and artist's name and address on remnants of old labels attached to the reverse

oil on canvas

74.5 x 104.5cm (29 5/16 x 41 1/8in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000

William Frank Calderon was equally at home in the world of portraiture and animal painting but he is perhaps most celebrated for his scenes of rural country life, such as *A private trial*. He was the third son of Philip Hermogenes Calderon, the Keeper of the Royal Academy in London (1887–1898). From a young age he was exposed to the world of arts, with his father's house in St John's Wood regularly frequented by leading artists of the day. Educated at the Slade School of Fine Art, Calderon studied alongside Henry Scott Tuke and Thomas Cooper Gotch. He found success at the early age of sixteen when *Feeding the hungry*, his first submission to the Royal Academy was bought by Queen Victoria for £12.

In 1894 Calderon founded the School of Animal Painting in Baker Street. Students were encouraged to sketch from life in natural poses with a focus on anatomy. Amongst his students were Lionel Edwards and Cecil Aldin, artists who went on to build careers around their depiction of animals. Calderon's studio was reported to have been filled with horses, cats, goats and a number of dogs, with Calderon often selecting his own pets as models for his works. Many years later he collated his studies into his book *Animal Painting and Anatomy* which was published in 1936, accompanied by a series of illustrations. One of Calderon's most defining qualities was his emphasis on draughtsmanship, stressing that, 'it is the very essence of all pictorial art, and that without it painting would be meaningless.'¹

With the outbreak of the First World War Calderon moved the school to Seaton in Somerset. He continued to exhibit regularly at the Royal Academy and found international success being awarded a Gold Medal at the Paris Salon in 1906. He also illustrated a number of books including *The most delectable history of Reynard the Fox* published in 1895.

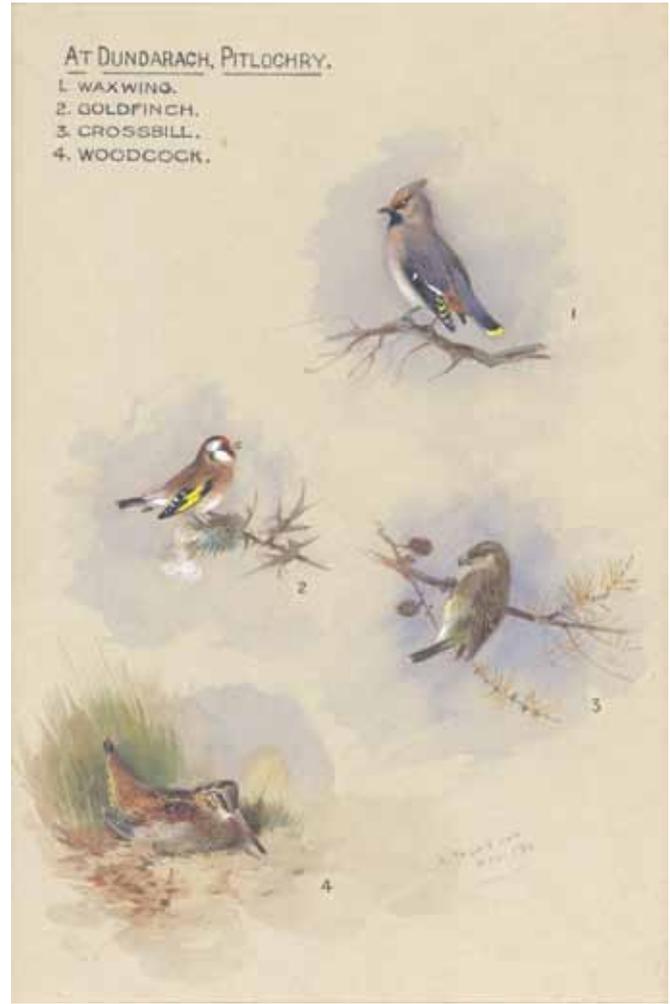
¹William Frank Calderon, *Animal Painting and Anatomy*, 1936, p.17





54

54
 Archibald Thorburn (British, 1860-1935)
 Jay
 signed and dated 'Archibald Thorburn 1917.' (lower left), inscribed on a label attached to the reverse
 watercolour and bodycolour
 26.5 x 18cm (10 7/16 x 7 1/16in).
 £4,000 - 6,000
 €4,700 - 7,000
 US\$6,100 - 9,100



55

55
 Archibald Thorburn (British, 1860-1935)
 At Dundarach, Pitlochry, study of Waxwing, Goldfinch, Crossbill, Woodcock
 signed and dated 'A. Thorburn/Dec. 1911.' (lower right), inscribed with title (upper left)
 watercolour and bodycolour
 27.5 x 18.5cm (10 13/16 x 7 5/16in).
 £3,000 - 5,000
 €3,500 - 5,900
 US\$4,600 - 7,600

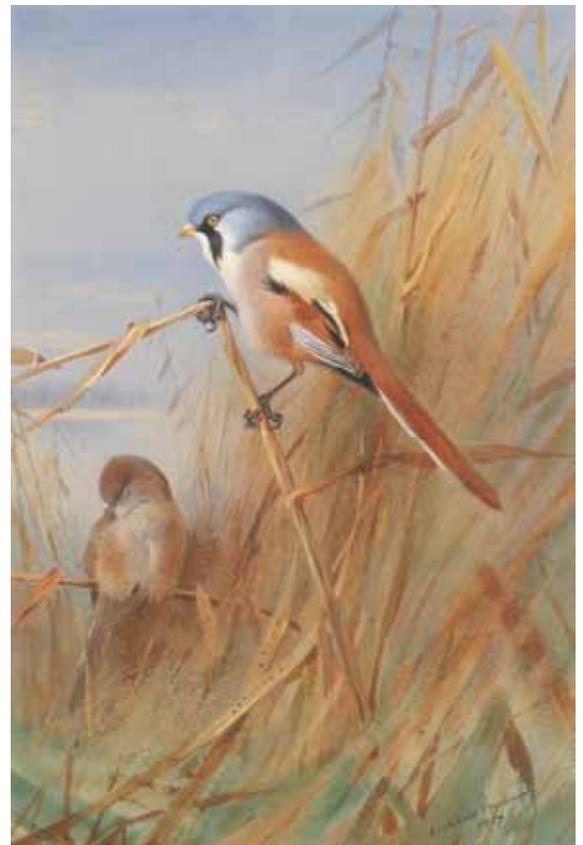


56

56
Archibald Thorburn (British, 1860-1935)
 Manx Shearwater
 signed and dated 'A. Thorburn/1926' (lower left)
 watercolour and bodycolour
 20.5 x 29cm (8 1/16 x 11 7/16in).
 £3,000 - 5,000
 €3,500 - 5,900
 US\$4,600 - 7,600

57
Archibald Thorburn (British, 1860-1935)
 Bearded Tit
 signed and dated 'Archibald Thorburn/1917' (lower right), inscribed on a
 label attached to the reverse
 watercolour
 26.5 x 18cm (10 7/16 x 7 1/16in).
 £4,000 - 6,000
 €4,700 - 7,000
 US\$6,100 - 9,100

PROVENANCE:
 with Frost & Reed, 1945
 Private collection UK



57



58

Archibald Thorburn (British, 1860-1935)

Pheasants in a snowy woodland clearing

signed and dated 'A. Thorburn. 1894.'

monochrome watercolour and bodycolour

24 x 33.5cm (9 7/16 x 13 3/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

PROVENANCE:

with Vicars Brothers Ltd., London

Private collection, UK



59

Archibald Thorburn (British, 1860-1935)

Pheasant in the snow

signed and dated 'A.Thorburn/ May 1911.' (lower left)

watercolour and bodycolour

27 x 18.5cm (10 5/8 x 7 5/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100

PROVENANCE:

with Vicars Brothers Ltd., London

Private collection, UK



60AR

John Cyril Harrison (British, 1898-1985)

Golden Eagle: launching into space

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

watercolour over traces of pencil

59 x 44.5cm (23 1/4 x 17 1/2in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

PROVENANCE:

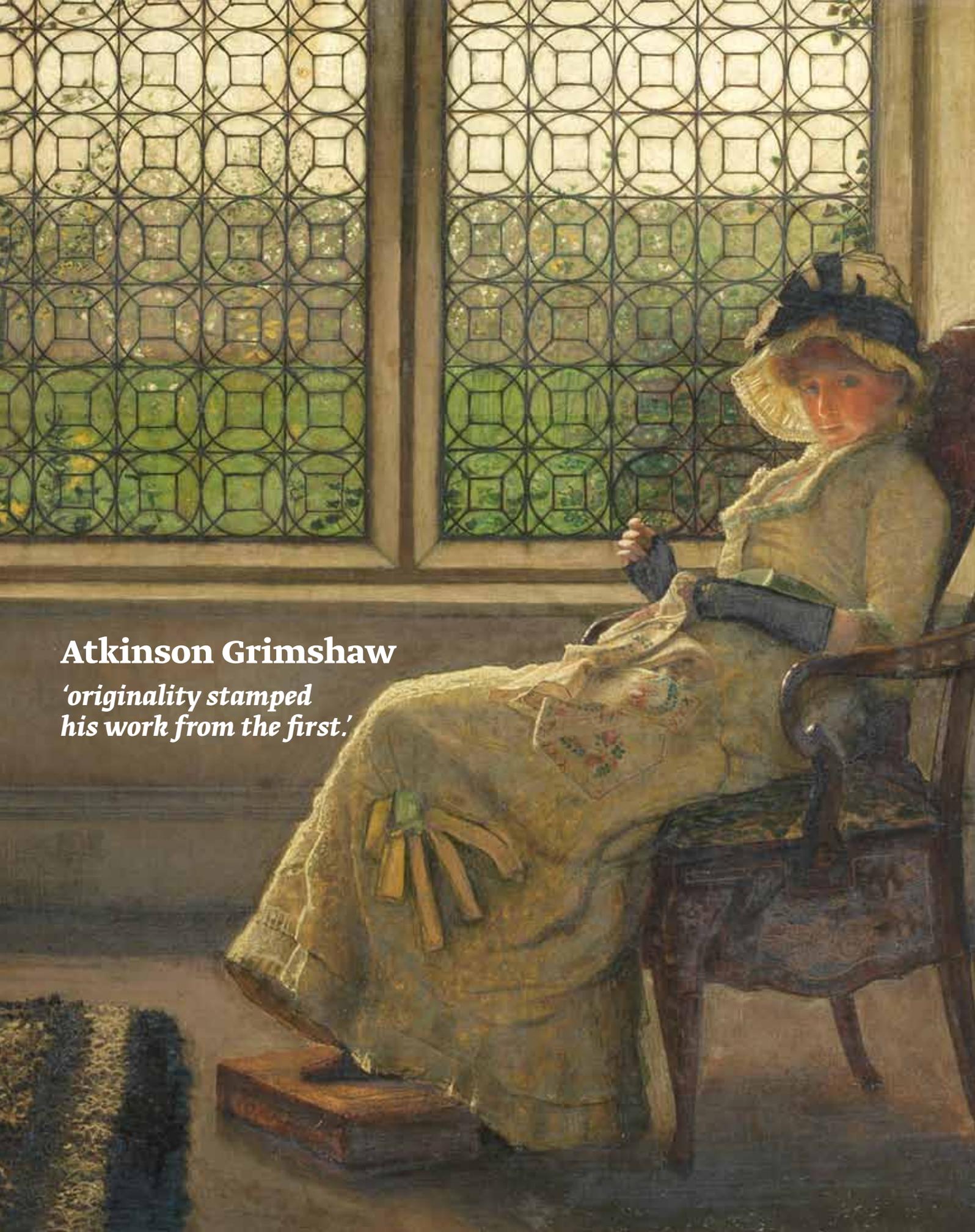
Sale, Bonhams, London, 'Thorburn's Legacy', 26 November 1998,
lot 174

Private collection, UK

ILLUSTRATED:

J. C. Harrison, *Bird Portraits*, London, 1949, plate 1

For a very similar composition see Bonhams, *The Andrewartha collection of works by J.C.Harrison*, 25 January 2012, lot 44, sold for £15,000.



Atkinson Grimshaw

*'originality stamped
his work from the first.'*



We are grateful to Alex Robertson for his assistance in cataloguing the following four lots.

61

John Atkinson Grimshaw (British, 1836-1893)

Mistress Dorothy

signed and dated 'Atkinson Grimshaw/1885' (lower left) also signed, inscribed and dated 'Mistress Dorothy'/Atkinson Grimshaw/1885+' (on the reverse)

oil on canvas

69 x 91.5cm (27 3/16 x 36in).

£50,000 - 70,000

€59,000 - 82,000

US\$76,000 - 110,000

In the 1870s Grimshaw repeatedly returned to the theme of a solitary female figure placed in an elegant domestic interior. Edwina Ehrman describes these paintings as valuable records of Grimshaw's life, 'Very little documentary evidence about Grimshaw's life has survived and these paintings offer a valuable insight into the artist's tastes and interests, and his engagement with current ideas about art and design.'¹

Documenting the artistic styles and fashions of the period, Grimshaw's interior scenes reflect the 19th century preoccupation with the aesthetics of interior design and decoration. This was a topical subject in the 1870s with influential designers and writers such as William Morris, Walter Crane and Edward William Godwin championing the reform of all aspects of design, including fashion and home furnishings. This movement became known as the Aesthetic Movement, which stood in reaction to the uniformity and poor craftsmanship of mass factory-made products. Grimshaw's domestic paintings echo the attitudes of the day, 'Grimshaw's models wear fashionable clothes or are dressed in more artistic styles which, like the decoration of the rooms they inhabit, reflect the avant-garde ideas about the dress and interior decoration.'²

These domestic scenes mirror the pride Grimshaw felt for his new elevated lifestyle after growing up in very modest homes in Leeds and Norwich. His success as a professional artist allowed him to rent a succession of impressive houses such as Knostrop Old Hall and the aptly named Castle-by-the-Sea in Scarborough. Grimshaw took enormous satisfaction in decorating these houses and he became an avid collector of antiques and fashionable Oriental objets d'art, exhibiting his collection at the Leeds Fine Art Club in 1890. His preoccupation with interior design is seen in *Mistress Dorothy* where a young woman sits in a grand room, lit by the elaborately detailed filigree window behind. Sitting on a finely crafted embroidered wooden chair with a delicate end table adjacent, on which sits an exotic looking gold engraved box and Japanese blue and white porcelain vase below, it is clear that Grimshaw has carefully considered his composition in line with the prevailing ideals of aestheticism of the time.

Painted in 1885, this is a rare example of Grimshaw's interior scenes of this type which were predominantly painted in the 1870s. Grimshaw became disillusioned with these domestic pictures after the loss of his home in Scarborough, a result of the artist living beyond his means, '... Grimshaw's extravagance and ambition to lead the life of a successful artist undoubtedly compounded his problems. In the 1870s the artist's house was not just an expression of material success. It was also seen as a measure of its owner's aesthetic sensibility and artistic credentials.'³

Unseen since 1938 this painting gives us an insight into the pressures that Grimshaw felt as a successful artist living in the era of aestheticism.

¹ Edwina Ehrman, *Artistic Interiors*, ed. by Jane Sellars, *Atkinson Grimshaw Painter of the Moonlight*, The Mercer Art Gallery, Harrogate, 2011, p.87

² *Ibid*, p.87

³ *Ibid*, p.99



62

John Atkinson Grimshaw (British, 1836-1893)

Glasgow docks

signed and dated 'Atkinson Grimshaw 1883+' (lower left)

oil on canvas

51.5 x 76.5cm (20 1/4 x 30 1/8in).

£150,000 - 200,000

€180,000 - 230,000

US\$230,000 - 300,000

The dock scenes of the great ports of the north of England and of Scotland remained a constant theme in Grimshaw's oeuvre until the end of his career. It is welcome to see in the present painting all the qualities which Grimshaw could bring to this theme presenting a carefully thought out composition carried out with all the care and subtlety the artist could achieve.

It seems likely that the first use of the dockside motif occurred around 1875 as Grimshaw became established on the London art scene when his paintings were exhibited at the prestigious Thomas Agnew Gallery. Already known for his depictions of suburban lanes with isolated houses set in gardens hidden behind stone walls, the artist was expanding his subjects to include domestic interior subjects of the modern woman along with classical and mythological scenes. But the river and port subjects seen by night were to become a defining aspect of Grimshaw's career.

In Glasgow all the familiar elements of such compositions are present and painted in such a way as to transform what would have been a dreary rather insalubrious locale into an attractive night scene bathed in moonlight and rosy hues of colour; a theme picked up in Whistler's famous '10 O'Clock lecture' of 1885 where he talks of night transforming warehouses into campanili. Here Grimshaw's ability to merge all the elements into a seamless whole is triumphantly carried out. The care which the artist shows in all the details of the ships' rigging and the introduction of touches of light along the barriers of the road works, with flickers of light and spots of green seen in the wet road surface all come together in a harmonious whole. Nothing is allowed to dominate the scene as Grimshaw subsumes everything into a poetic harmony.

For a similar composition, painted in 1881, see Bonhams, London 27 January 2011, lot 113



63^W

John Atkinson Grimshaw (British, 1836-1893)

Old Hall in Cheshire - early morning, October

signed and dated 'Atkinson Grimshaw/1880+' (lower right)

oil on canvas

76.5 x 127.5cm (30 1/8 x 50 3/16in).

£70,000 - 100,000

€82,000 - 120,000

US\$110,000 - 150,000

From the early 1870s Grimshaw had chosen the theme of the deserted or isolated house as particularly appropriate for his artistic message.

It seemed to fulfil his leanings towards the romantic in literature and poetry, looking back to an earlier age, even naming his own children after characters in Tennyson's *Idylls of the King* and choosing to live in a 17th century manor house. Such places conjured up memories of loss and the passing of time, of decay and change.

The houses Grimshaw paints in these works, either half timbered, as with the present lot, or with gables and turrets, are the homes of the new wealthy middle class, the very people who admired and bought Grimshaw's paintings.

Gardens are usually hidden behind stone walls or else as here fully open and overgrown. Other paintings also show a moat or pool hinting at old stories of elopements by water. The starkness of this autumnal scene indicates that the happy times are over. An air of nostalgia pervades everything heightened by Grimshaw's use of soft tones to knit everything into a poetic whole.



64

John Atkinson Grimshaw (British, 1836-1893)

Forge Valley, Hackness, near Scarborough

signed and dated 'Atkinson Grimshaw 1879+' (lower left), also signed and inscribed 'Forge Valley./ Hackness. Nr. Scarboro/Atkinson Grimshaw 1879+' on the reverse

oil on board

20.5 x 35cm (8 1/16 x 13 3/4in).

£40,000 - 60,000

€47,000 - 70,000

US\$61,000 - 91,000

PROVENANCE:

with J S Maas & Co Ltd, London

Private collection, UK

During the 1870s, Grimshaw produced a number of paintings of Scarborough and the surrounding countryside, including a number of compositions of the Forge Valley in Hackness¹. Alexander Robertson notes, in reference to an 1875 painting depicting Forge Valley: 'In contrast to life 'at home', Grimshaw transformed one of his most popular subjects, that of a lane with a lonely figure, into an evening scene with a farmer returning from the fields...one of Grimshaw's most successful creations, of which there are several versions.'²

Depicting the picturesque Yorkshire landscape in a series of rich autumnal tones, Grimshaw captures the quiet of country life, romanticising rural living. The fine observation of the cart tracks on the road and the dramatic shadows cast by the trees, drawing your eye down the country lane, reveals the mastery of Grimshaw's skill. Robertson concludes, 'Such a simple scene does embody the artist's recurrent theme of toil, but instead of dwelling on this, the subject is subsumed into an overall poetic mood.'³

¹ See for example Christie's, London, November 15 2007, lot 29, Christie's London, November 04 1999, lot 154, and Sotheby's, London, December 13 2005, lot 5.

² Alexander Robertson, *Atkinson Grimshaw*, Oxford, 1988, p.70

³ *Ibid*, p.71



Property from a Private American collection

65*

Jean-Baptiste-Camille Corot (French, 1796-1875)

Cour de ferme dans le Limousin

signed 'COROT' (lower right)

oil on canvas

24.6 x 32.5cm (9 11/16 x 12 13/16in).

£80,000 - 120,000

€94,000 - 140,000

US\$120,000 - 180,000

PROVENANCE:

with Thomas Colville Fine Art Ltd., New Haven, CT

Private collection, USA, since 2004

LITERATURE:

Jean Dieterle, *Corot: troisième supplément à l'œuvre de Corot par A. Robaut et Moreau-Nélaton*, Éditions Floury, Quatre Chemins-Éditart, Paris, 1974, no.14

The present lot was painted in the late 1840s and demonstrates Corot's *plein air* technique with its heavy use of black in the shadows and subtle palette. Corot repeatedly returned to the subject of the farmyard with figures working in the foreground and works such as *Cour d'une boulangerie près de Paris*, (circa 1865-1870, Paris, Musée d'Orsay) are similar in their focus on the house which fills the composition and the figure and chickens in the foreground. The robust direct handling belongs more to Corot's early innovations in *plein air* painting than the later developments which were influenced by photography and took on a more silvery tone with a narrow range of colour.





Other properties

66

Eugène Delacroix (French, 1798-1863)

Study of the head of a lioness

bears studio stamp (lower right)

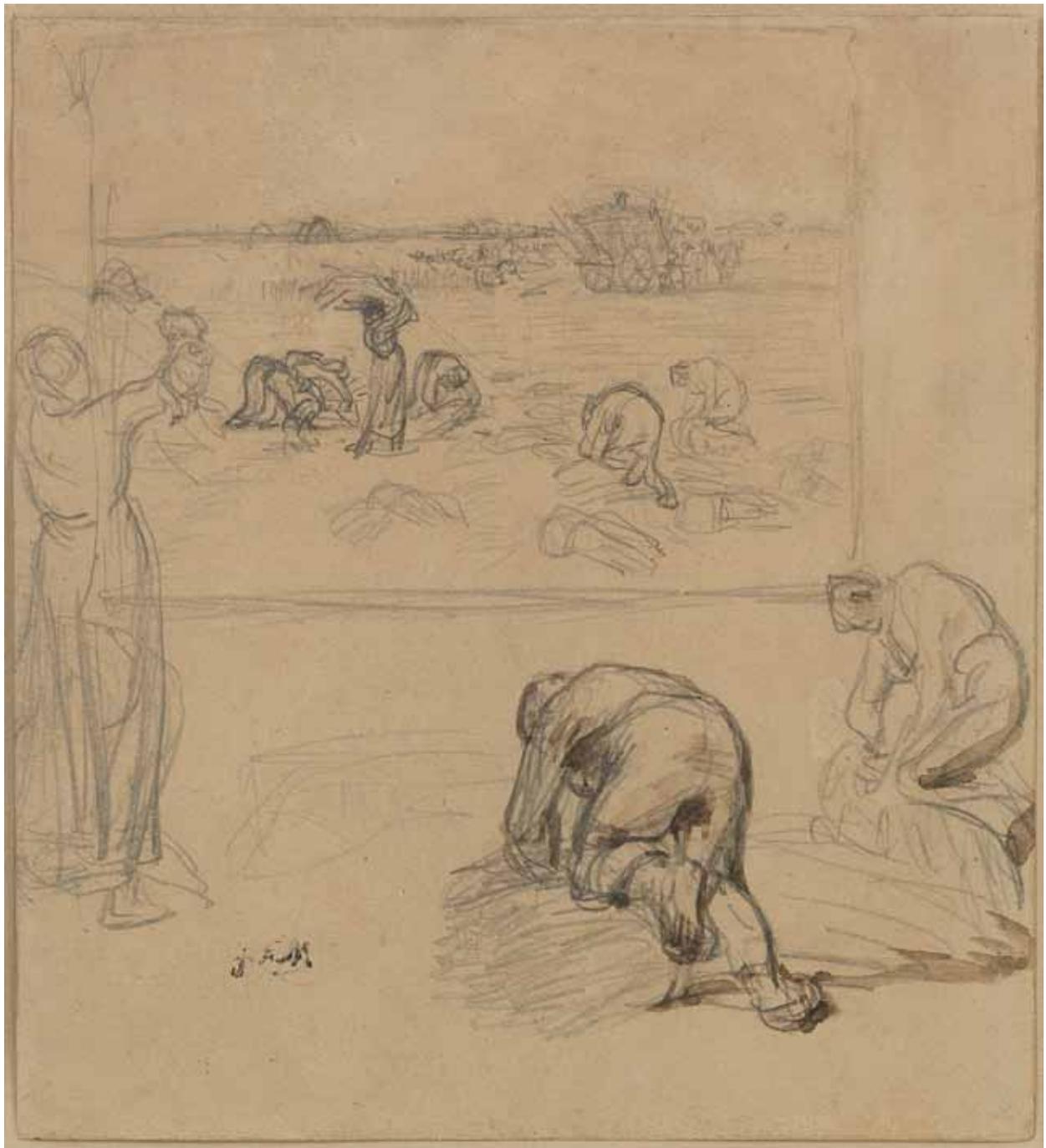
pencil

9 x 11.7cm (3 9/16 x 4 5/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600



67

Jean-François Millet (French, 1814-1875)

Etude des glaneuses

bears studio stamp 'JFM' (lower left)

pencil and wash

16.5 x 15cm (6 1/2 x 5 7/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

PROVENANCE:

with Hazlitt, Gooden & Fox, London, 1891

Bought by the present owner in September 1891

Thence by descent

EXHIBITED:

London, Hazlitt, Gooden & Fox, *Nineteenth Century French Drawings*,
10 June-10 July 1891, no.32

The present lot, datable circa 1851-52 is related to a series of illustrations depicting the 12 months which were engraved by Adrien Lavielle after drawings by Millet's friend Charles-Emile Jacque for publication in the journal *l'Illustration* during 1852. All but a few of Jacques' final drawings for the series were based on original ideas by Millet, and this study of harvesters is specifically connected with two of the illustrations depicting the month of August (*l'Illustration*, 7 August 1852, p.89).

68

Henri Joseph Harpignies (French, 1819-1916)

Les Bords De L'Aumance, près D'Hérisson, L, Église De Chateloy Au Fond
signed and dated 'h/harpignies 1875' (lower left)

oil on canvas

21.5 x 40.6cm (8 7/16 x 16in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

PROVENANCE:

with Galerie Kaplan, London,

Sale, Sotheby's, London, 25 November 1964, lot 132





69*

Henri Joseph Harpignies (French, 1819-1916)

Les Bords De L'Aumance

signed and dated 'h-harpignies. 91' (lower left)

oil on canvas

38.5 x 55cm (15 3/16 x 21 5/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100



70*

Henri Joseph Harpignies (French, 1819-1916)

Paysage près de St. Prive

signed and dated 'h-harpignies/91' (lower left)

oil on canvas

38 x 55cm (14 15/16 x 21 5/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100



71

Pierre Jean Edmond Castan (French, 1817-1892)

The reading lesson

signed and dated 'Edmond Castan 1872' (centre right)

oil on panel

27 x 21cm (10 5/8 x 8 1/4in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



72

Pierre Jean Edmond Castan (French, 1817-1892)

Sheared

signed and dated 'Edmond Castan 1873' (lower right)

oil on panel

26 x 21cm (10 1/4 x 8 1/4in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



73W

François Flameng (French, 1856-1923)

Portrait of a lady, by a window sill
signed 'FRANCOIS-FLAMENG-' (lower left)

oil on canvas

117 x 90cm (46 1/16 x 35 7/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100



74*

Eugene-Marie Salanson (French, 1864-1892)

The fishergirl

signed 'E.SALANSON' (lower right)

oil on canvas

110.5 x 74cm (43 1/2 x 29 1/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

75W

Alfred Petit (French, 1855-1895)

Kitchen still life

signed and dated 'ALFRED PETIT/1891' (lower left)

oil on canvas

175.5 x 251.5cm (69 1/8 x 99in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000





76

Circle of Anton Schranz Jnr. (Maltese, 1801-circa 1865)

The English fleet in the Grand Harbour at Valletta, Malta

oil on canvas

46 x 71cm (18 1/8 x 27 15/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

For a similar composition, see Sotheby's London, The Travel Sale, 13 October 2000, lot 473



77

Carlo Bossoli (Swiss, 1815-1884)

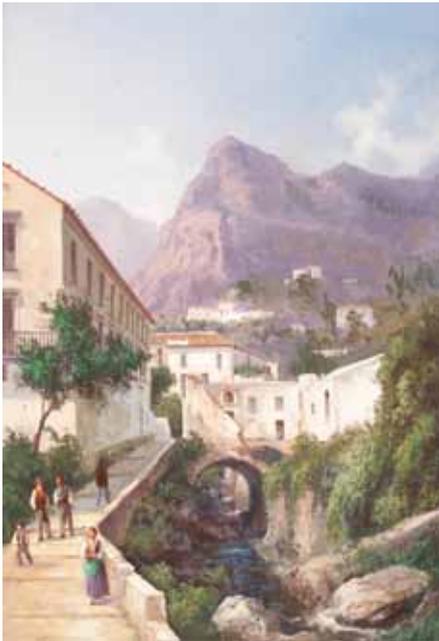
The Bay of Naples, with Vesuvius erupting
signed and dated 'C. Bossoli 1844' in pencil (lower right)
gouache

26 x 39cm (10 1/4 x 15 3/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000



78*

Gioacchino La Pira (Italian, 1839-1870)

A Sorrento-work folio containing twelve gouaches, views comprising:

- i) Nisida, with Vesuvio beyond, inscribed 'Nisida' in pencil (lower left), oval, 30 x 25.5cm (11¾ x 10in)
- ii) The Bay of Naples at night, oval, 30 x 25.5cm (11¾ x 10in)
- iii) Vesuvio erupting at night, oval, 30 x 25.5cm (11¾ x 10in)
- iv) Fishermen at sunset, Ischia beyond, signed 'La Pira' in pencil (lower right), oval, 30 x 25.5cm (11¾ x 10in)
- v) Sorrento, inscribed 'Sorrento' in pencil (lower right), oval, 26.5 x 22.5cm (10½ x 8⅞in)
- vi) Paestum, signed and inscribed 'Paestum La Pira' in pencil (lower right), oval, 26.5 x 22.5cm (10½ x 8⅞in)
- vii) Fishermen at sunset, indistinctly signed in pencil (lower right), oval, 26.5 x 22.5cm (10½ x 8⅞in)
- viii) Procida, signed and inscribed 'Procida La Pira' in pencil (lower right), oval, 26.5 x 22.5cm (10½ x 8⅞in)
- ix) A Sorrento village, 34.5 x 24cm (13⅞ x 9½in)
- x) Amalfi at night, from the Cappuccini monastery 34.5 x 24cm (13⅞ x 9½in)
- xi) Fishermen in the Bay of Naples, oval, 28.5 x 38cm (11¼ x 15in)
- xii) Fishermen, Ischia, inscribed 'Ischia' (lower right), oval, 28.5 x 38cm (11¼ x 15in)

folio size 51 x 38cm. (20 x 15in.)

£8,000 - 12,000

€9,400 - 14,000

US\$ 12,000 - 18,000



79W

Hermann David Salomon Corrodi (Italian, 1844-1905)

Strada di paese

signed 'H. Corrodi.' (lower left)

oil on canvas

85.5 x 163cm (33 11/16 x 64 3/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000





80

Ettore Roesler Franz (Italian, 1845-1907)

Sta. Sabina e S. Alessio sull'Aventino
signed, inscribed and dated 'E.Roesler Franz_Roma Febraro 27. 1890.'
(lower left), also signed and inscribed on an old label on the reverse
watercolour over pencil

54 x 76cm (21 1/4 x 29 15/16in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

EXHIBITED:

Associazione degli Acquarellisti in Roma



81

Jean-Baptiste-Arthur Calame (Swiss, 1843-1919)

Vue d'une place de marché, Vico del Porto, Naples

signed 'Arthur Calame ft' (lower left), inscribed 'Vue d'une place de
marché/Vico del Porto, Naples/peint par arthur Calame/Valeur' on an old
label on reverse

oil on canvas

43.5 x 58.5cm (17 1/8 x 23 1/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

82

Félix François Georges Philibert Ziem (French, 1821-1911)

Bateau de pêche et gondola, basin

signed 'Ziem.' (lower right)

oil on canvas

50 x 73cm (19 11/16 x 28 3/4in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

Sale, G. Petit, Paris, 11 June 1900, no.103

Sale, Weinmuller, Munich, 24 September 1970, no.1868

Barbizon House

Private collection, UK

EXHIBITED:

Stuttgart, Galerie Bühler, *Gemälde des 19 und 20 Jahrhunderts*,

November-December 1971

LITERATURE:

Anne Burdin-Hellebranth, *Felix Ziem*, catalogue raisonné, no. 127,
illustrated Tome I, p.50



83

Rubens Santoro (Italian, 1859-1942)

The Zattera and church of the Jesuate, Venice
signed 'Rubens Santoro' (lower right)

oil on canvas

33.5 x 41.5cm (13 3/16 x 16 5/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$61,000 - 91,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK



84

Rubens Santoro (Italian, 1859-1942)

In the gondola, Venice

signed 'Rubens Santoro' (lower left)

oil on canvas

51 x 38cm (20 1/16 x 14 15/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$61,000 - 91,000

PROVENANCE:

with Richard Green Fine Paintings, London

Private collection, UK





85

Antonio Ermoao Paoletti (Italian, 1834-1912)

The ice cream vendors

signed 'Antonio Paoletti_ Venezia' (lower right)

oil on panel

31.5 x 49cm (12 3/8 x 19 5/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE;

with Mansers

Private collection, UK



86

Vittorio Emanuele Bressanin (Italian, 1860-1841)

Breaking the news

signed and dated 'BRESSANIN 1886' (lower right)

oil on canvas

69 x 109cm (27 3/16 x 42 15/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

87

Eugenio Cecconi (Italian, 1842-1903)

Sosta dei cacciatori per far abbeverare i cavalli

signed 'ECecconi' (lower right)

oil on canvas

26.5 x 68cm (10 7/16 x 26 3/4in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE:

From the collection of Sir Basil Scott (former Chief Justice of Bombay) and Lady Scott (nee Villiers-Stuart of Dromana, Co. Waterford)

Thence by family descent

Eugenio Cecconi was born in Leghorn, Italy into a wealthy family. He spent his childhood in Piedmont and went on to study law at university in Pisa. While studying for his law degree, Cecconi enrolled at The Accademia under Enrico Pollastrini (1817-1876) in Florence. But the untimely death of his father in 1865 enabled him to abandon the legal profession and dedicate himself entirely to art.

Upon his return to Leghorn, Cecconi shared a studio with Giovanni Belimbau and became friends with Diego Martelli. Martelli invited him to Castiglioncello where he met Giovanni Boldini and Giuseppe Abbati; Abbati was to be an important influence upon his artistic development. In 1869 he exhibited at the Turin Promotrice and in 1872 at the Milan National Exhibition where his work was well received with the Macchiaiole di Tombolo. In 1875 he went to Tunisia with Giovanni Belimbau and returned to Italy with numerous studies.

Cecconi settled in Lari and Torre del Lago where he pursued his two loves, painting and hunting and produced some of his most celebrated work including, *Caccia alle folaghe nel lago di Massaciuccoli* (Coot hunting by the lake, Massaciuccoli).

In 1880, he participated at the first Modern paintings exhibition of the Donatello Society of Florence. Here he showed *Il riposo* (The rest), which was much admired by Telemaco Signorini. In 1881, following his participation at The Promotrice, he decided to settle in Florence.

Cecconi continued to paint hunting scenes throughout the 1880s, in particular views in and around the Burano marsh; his work can be seen in public collections in Rome and Florence. He died in Florence in December 1903.





88
Antonietta Brandeis (Czechoslovakian, 1849-1910)
Palazzo Ducale, Venice
signed 'ABrandeis.' (lower right)
oil on panel
12 x 21cm (4 3/4 x 8 1/4in).
£3,000 - 5,000
€3,500 - 5,900
US\$4,600 - 7,600



89AR

Attilio Pratella (Italian, 1856-1949)

A road near Vesuvius; On the Via Chiaja, Naples
one signed 'APratella N' (lower left), the other signed 'A Pratella' (lower
right)

oil on panel, each

21.5 x 38cm (8 7/16 x 14 15/16in).

(2)

£25,000 - 35,000

€29,000 - 41,000

US\$38,000 - 53,000

90AR

Ulisse Caputo (Italian, 1872-1948)

Intimité

signed 'U.Caputo' (lower left), inscribed on remnants of an old label attached to the reverse

oil on panel

32.5 x 41cm (12 13/16 x 16 1/8in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

PROVENANCE:

with Charles Hessèle, Paris, 1914, no.1312, sold for 250 francs

bought by Mr. Frank H. Becker, 34 Fenchurch Street, London

Private collection, UK

Ulisse Caputo is highly regarded for his landscape painting but it is his intimate pictures of women captured in their private rooms that he is best known for. Caputo was born in Salerno, Italy in 1872. Initially taught to draw by his father, a stage-set designer at the Teatro Verdi, Caputo began his career studying at the Accademia di Belle Arti in Naples. Whilst there he also received lessons from Gaetano Esposito, with whom he travelled and collaborated on a number of works. In 1899 Caputo went to Paris and became a leading figure of the circle of Italian artists. Among those he socialised with were Pietro Scopetta, Arnaldo De Lisio and the flamboyant characters Giovanni Boldini and Leonetto Cappiello. Caputo's success was not limited to France finding recognition internationally with exhibitions in Rome, Venice and in Munich where he was awarded the Gold Medal at the Munich Exposition. He also travelled to and exhibited in the United States and South America on two voyages between 1925 and 1930.

Caputo continually travelled in the French countryside visiting Brittany and Aix-en-Provence with his writer friend Henri Barbusse from 1911-1918. Inspired by artists such as Ignacio Zuloaga, James Abbot McNeil Whistler and Anders Zorn, Caputo became preoccupied with the depiction of light. His enlivened handling of light and colour brings a dynamic energy to his female subjects, his brushstrokes and rich palette adding great vibrancy. His paintings after 1924 find a new luminosity inspired by his trip to Morocco that year. The sensual treatment of his female subjects references the nudes and female portraits and genre scenes of Edouard Manet. Caputo's eye for informal poses, his bright palette and glimpse of a private world are all shown to great effect in *Intimité*.





91AR

Hans Zatzka (Austrian, 1859-1949)

Tumbling apples

signed 'H. Zatzka' (lower right) and inscribed 'Jede Art Vervielfältigung
vorbehalten' on reverse

oil on canvas

58 x 79cm (22 13/16 x 31 1/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100



92AR

Marcel Brunery (French, 1893-1982)

A difficult move

signed 'M.Brunery' (lower right)

oil on canvas

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

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

93

François Brunery (Italian, 1849-1926)

A question of theology

signed 'F Brunery' (lower right)

oil on panel

65 x 53.5cm (25 9/16 x 21 1/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000

PROVENANCE:

Purchased from W. H. Patterson, 2004

Private collection, UK



94

Isidro Nonell y Monturiol (Spanish, 1872-1911)

Le Square Saint Pierre, Paris
signed 'Nonell-' (lower right)
oil on canvas

61.5 x 47cm (24 3/16 x 18 1/2in).

£150,000 - 200,000

€180,000 - 230,000

US\$230,000 - 300,000

LITERATURE:

Enric Jordi, *Nonell*, Ediciones Polígrafa, S.A., Barcelona, 1985, no.55, illustrated p.50. The catalogue dates the work to 1897.

Le Square Saint Pierre depicts a scene in the park at the foot of the Butte Montmartre, painted during the artist's stay in Paris between 1897 and 1900. While best known for his depictions of melancholic gypsies, which were his primary fascination from 1901, Nonell's early work shows a preoccupation with landscape painting, especially the period in Barcelona between 1893 and 1896. While in Paris, he became particularly interested in urban and suburban landscape. These landscapes caught the attention of certain art critics and earned the young Nonell his first recognition as a painter.

During his stay in Paris, Nonell absorbed the work of the Impressionists and Post-Impressionists. This influence is reflected in some small studies of the French capital and also the present lot, painted with vivid colour and bold treatment of light. Interestingly the same place was painted a few years before by Paul Signac.

While in Paris, Nonell's output was limited, and he was mostly focused on drawing street scenes. He was especially interested in the people who frequented the parks and gardens of the city, and he made numerous sketches of men and women walking, resting or chatting, nannies, children playing, dressmakers sewing or ladies reading the newspaper.

These drawings served as preparatory sketches for a more ambitious composition, such as the present lot which is the only example of the period where Nonell explores these subjects in oil paint. This makes the painting a unique and important work. Here, the subjects he was to paint in such volume and detail later in his career, are placed in a larger composition. The work shares a similar treatment of vibrant brushstrokes and impasto techniques with the few known Nonell paintings of this period.

In *Le Square Saint Pierre*, Nonell combines the immediacy and naturalness, characteristic of his drawings, with added light and colour. The scene was probably painted from life, with fluently handled colourful brushstrokes, loose and spontaneous, which perfectly harmonize warm and cool, light and shadow ranges. The artist masterfully manages to capture the atmosphere of a sunny day and the sleepiness of the characters sitting in a lazy pose under the shelter of lush vegetation.

We are grateful to thank Glòria Escala for her assistance in cataloguing this lot.



95AR

Ignacio Zuloaga y Zabaleta (Spanish, 1870-1945)

Flamenca

signed 'Zuloaga' (upper right)

oil on canvas

90 x 50cm (35 7/16 x 19 11/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$61,000 - 91,000

PROVENANCE:

Private collection since 1956

The father of the present owner, Mr Ruben Corredor, Minister of Work, Senator & Founder of Social Security in Venezuela at the time, bought this picture in Venezuela from Diplomat Mr. Antonio Martin Araujo in 1956, who was Ambassador for Venezuela in Washington D.C.

Thence by descent to the present owner

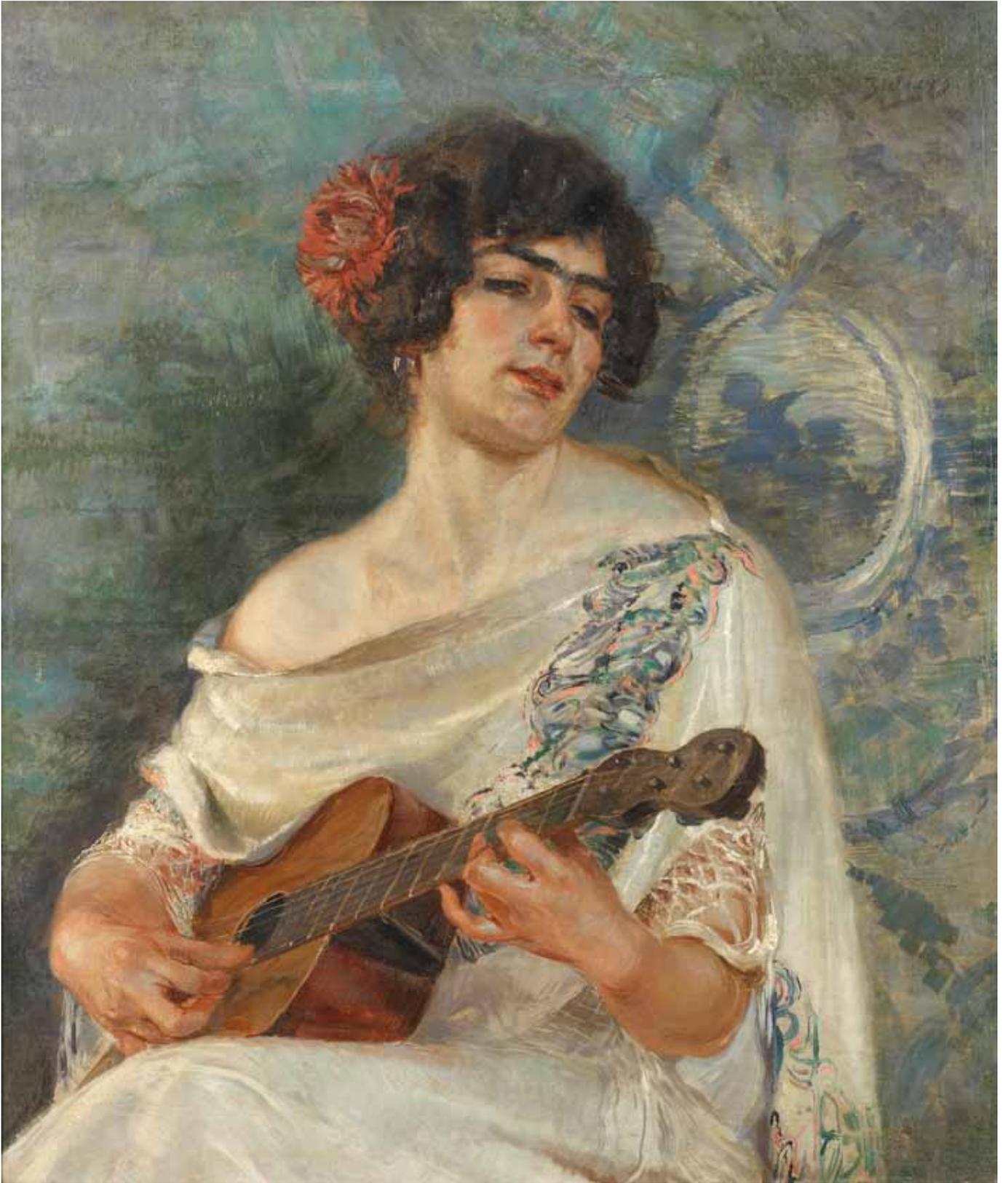
EXHIBITED:

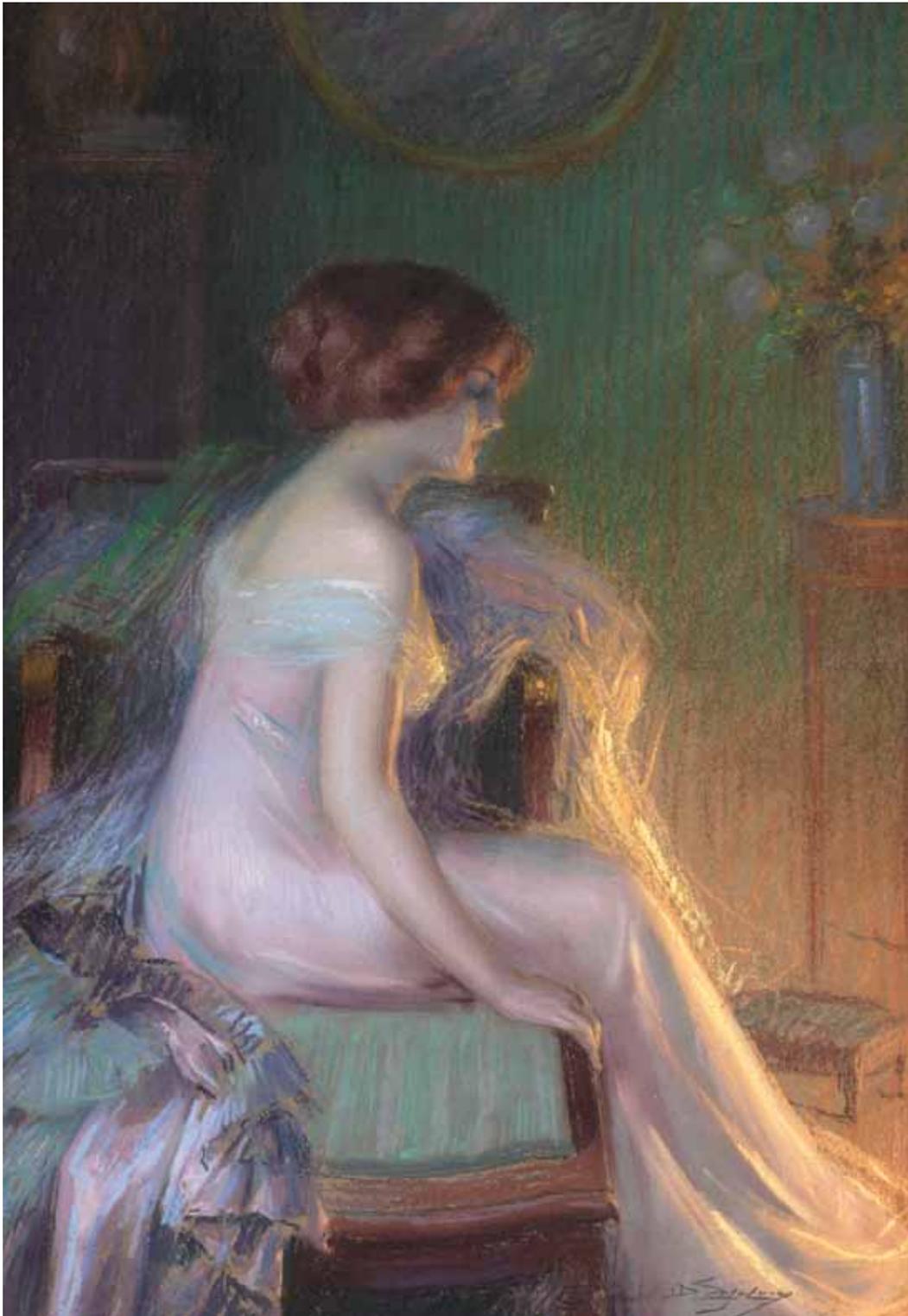
Paris, La Barc de Boutteville house, 1895

LITERATURE:

Enrique LaFuente Ferrari, *La vida y el arte de Ignacio Zuloaga*, Editorial Mayfe, 1950, p.217, no.54

Bernardino de Pantorba, *Ignacio Zuloaga*, A. Carmona, Madrid, 1944, p.62





96AR

Delphin Enjolras (French, 1857-1945)

By the fireside

signed 'D Enjolras' (lower right)

pastel

51.3 x 36cm (20 3/16 x 14 3/16in).

£5,000 - 8,000

€5,900 - 9,400

US\$7,600 - 12,000



97AR
Delphin Enjolras (French, 1857-1945)
La lettre
signed 'D Enjolras' (lower left)
pastel
70 x 51cm (27 9/16 x 20 1/16in).
£10,000 - 15,000
€12,000 - 18,000
US\$15,000 - 23,000



98AR

Antoine Bouvard (French, 1870-1956)

Venise - La Chioggia

signed 'Bouvard' (lower right), inscribed on stretcher

oil on canvas

38.25 x 55cm (15 1/16 x 21 5/8in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

PROVENANCE:

with Burlington Fine Paintings, London

Private collection, UK



99* AR

Antoine Bouvard (French, 1870-1956)

The Waterfront, Venice

signed 'Bouvard' (lower right)

oil on canvas

49 x 64cm (19 5/16 x 25 3/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000



100

Eugène Galien-Laloue (French, 1854-1941)

Le marché aux fleurs

signed 'E Galien-Laloue' (lower left)

watercolour and gouache over pencil

18.5 x 30cm (7 5/16 x 11 13/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000



101

Eugène Galien-Laloue (French, 1854-1941)

La Gare de l'Est

signed 'E. Galien-Laloue' (lower left)

watercolour and gouache over pencil

18.5 x 30.5cm (7 5/16 x 12in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

102W

Sigvard Marius Hansen (Danish, 1859-1938)

The meeting, snow scene

signed 'Sigvard Hansen . 88.' (lower right)

oil on canvas

78.5 x 125cm (30 7/8 x 49 3/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

with E. Stacy-Marks, Ltd.,

with Mansers

Private collection, UK



103AR W

Fabio Fabbi (Italian, 1861-1946)

An Eastern slave market
signed 'F Fabbi' (lower left)

oil on canvas

115 x 71cm (45 1/4 x 27 15/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$61,000 - 91,000



104* AR W

Fabio Fabbi (Italian, 1861-1946)

A wedding procession in Cairo
signed 'F Fabbi' (lower left)

oil on canvas

121.5 x 161cm (47 13/16 x 63 3/8in).

£20,000 - 30,000

€23,000 - 35,000

US\$30,000 - 46,000



105W

Frederick Goodall, RA (British, 1822-1904)

The Sword of the Faithful

signed with monogram (lower right)

oil on canvas

120 x 223cm (47 1/4 x 87 13/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$23,000 - 30,000

PROVENANCE:

Purchased from the Royal Academy by Mr. Heriot, a banker, in 1884.

Private collection, UK.

EXHIBITED:

London, Royal Academy, 1884, no.568

The present lot is an excellent example of the rich exotic Orientalist scenes that Goodall produced at the height of his career. Painted in the same year that he completed *New light in the harem* (RA 1884, no.235, Walker Art Gallery, Liverpool) and *The flight into Egypt* (RA 1884, no.619, Sarjent Gallery, New Zealand, which Goodall described as 'my finest work'¹), *The Sword of the Faithful* was inspired by Goodall's travels to Egypt in 1858 and 1870. Travelling and camping with the Bedouin tribesmen, Goodall established himself as a renowned Egyptophile, his many Academy exhibits contributing to the fervour for Orientalism in the second half of the 19th century. The artist's own reminiscences of his time in Egypt capture the rich textures and bustling streets that inspired his work:

'The street in which we lived was the principal thoroughfare of the Copt quarter, and was in a constant bustle. Camels with their huge packages almost blocked up the narrow way as they passed backwards and forwards from the other parts of the city. Blue women sauntered past from the wells, with their jars balanced in the most graceful fashion on their heads, their beautifully-formed brown arms braceleted with yellow ore, long white metal earrings tinkling down to the shoulders, and strings of beads round the neck, the blue dress- always blue opened nearly to the waist...The shops were small dens about five feet square, in which the merchant sat half-buried amidst the goods for sale...These people were dressed most picturesquely, turbaned with different colour shawls, striped dresses, silks and rags all mixed up together...' ²

Goodall continues, describing the scene that inspired the present lot:

'The Suez Bazaar formed the background of my picture, *The Sword of the Faithful*.... a Bedouin sheikh on a camel in the desert at Suez. He is testing on his thumb the quality of a blade he is about to purchase from a dealer in arms. The studies for this picture were made at Suez, where I saw the incident. The accessories show a man cutting tobacco, and in the next shop a dealer having his accounts made up by a professional accountant.'³

¹Frederick Goodall, *The reminiscences of Frederick Goodall, RA*, London, 1902, p.386

² Ibid, p.71

³ Ibid, p.80 & 387





106

Rudolph Swoboda (Austrian, 1859-1914)

An Indian

indistinctly signed 'Rudolph Swoboda' (lower right)

oil on panel

30 x 19cm (11 13/16 x 7 1/2in).

unframed

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100

PROVENANCE:

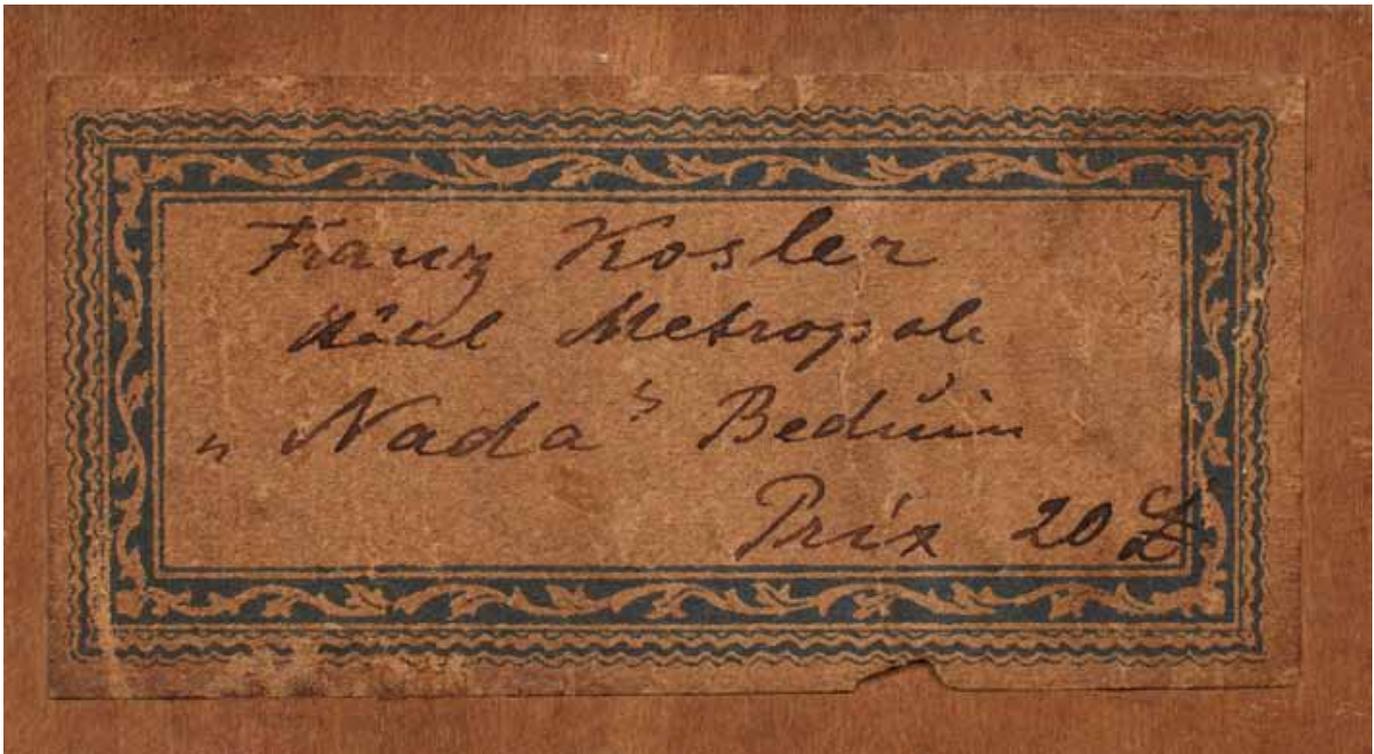
with The Fine Art Society Ltd., April 1972

Rudolf Swoboda the younger (1859-1914) was born in Vienna. In his early career he studied under Leopold Carl Müller (1834-1892), and the pair travelled to Egypt together in 1880.

In 1885, Queen Victoria commissioned the artist to paint a series of portraits of Indian people and other British colonial subjects for the Colonial and Indian Exhibition of 1886. He later travelled to the Indian sub-continent at Queen Victoria's request to produce sketches of the local population. Among his subjects were Muslims, Sikhs and Hindus, with occupations ranging from military officers to snake charmers and jugglers. Swoboda's portraits describe the diversity of Indian society in finely observed detail.



107
Charles Zacharie Landelle (French, 1812-1908)
An Oriental beauty
signed 'Ch. Landelle' (lower right)
oil on canvas
45 x 29.5cm (17 11/16 x 11 5/8in).
£4,000 - 6,000
€4,700 - 7,000
US\$6,100 - 9,100



108*

Franz Xavier Kosler (Austrian, 1864-1905)

Nada, jeune Beduin, Sinai

signed 'Franz Kosler' (lower right), inscribed with title in pencil on reverse, also inscribed 'Franz Kosler/Hôtel Metropole/'Nada' Beduin/Prix 20L' on a label attached to the reverse

oil on panel

36 x 21cm (14 3/16 x 8 1/4in).

£12,000 - 18,000

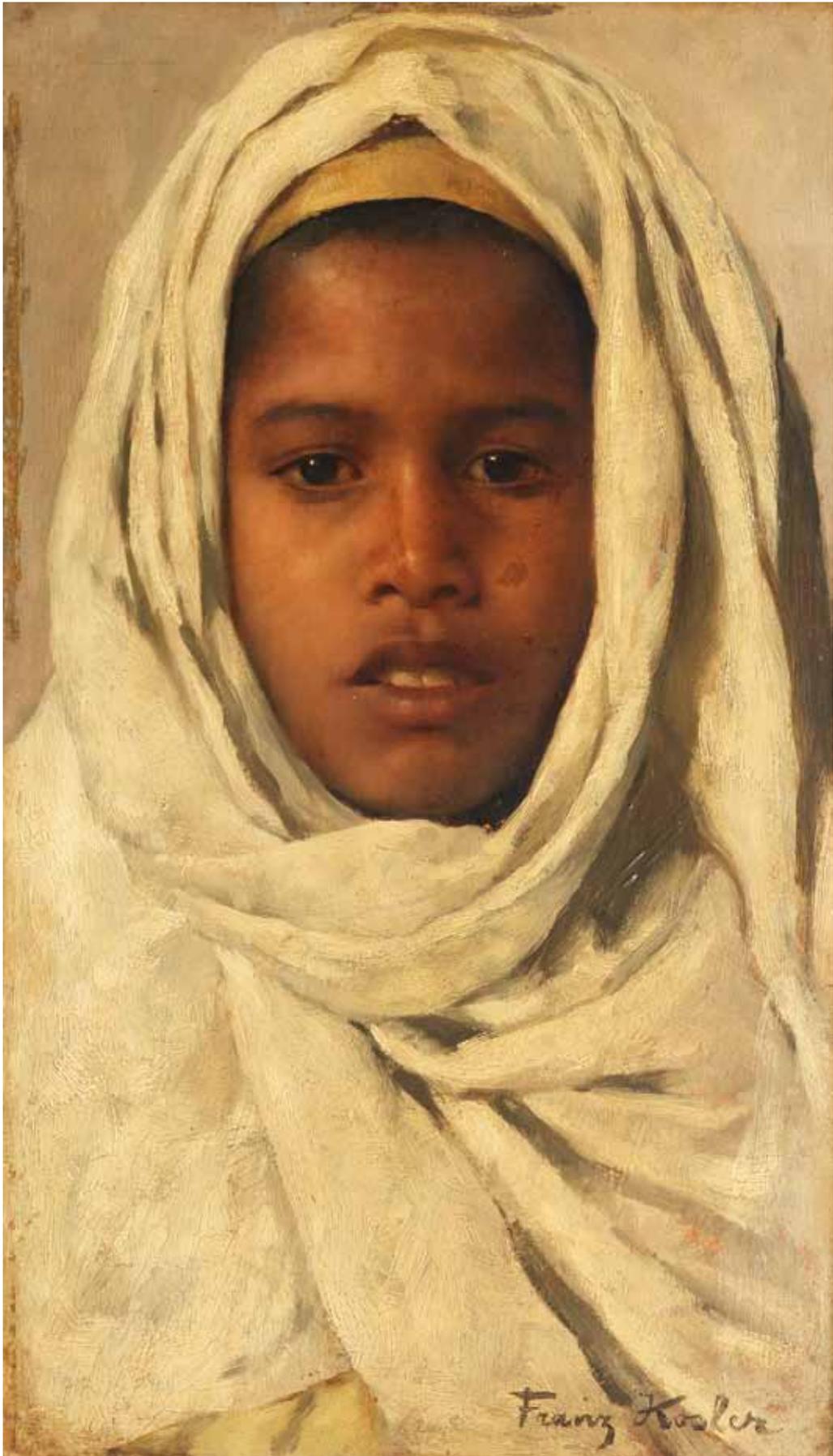
€14,000 - 21,000

US\$18,000 - 27,000

Franz Xavier Kosler, born in Vienna in 1864, was one of the most celebrated Orientalist painters of his generation. Kosler began his artistic studies at the Akademie der Bildenden Künste (The Academy of Fine Arts) in Vienna, studying under the renowned Austrian Orientalist artist Leopold Carl Müller. Highly influenced by his work Kosler went on to follow in his tutor's footsteps travelling abroad to paint the Near East firsthand, depicting richly coloured genre scenes and tender close-up portraits of young sitters dressed in traditional clothing, echoing the work of his mentor. Setting off in 1886, Kosler travelled to Dalmatia, Montenegro, Albania and Egypt, returning to the latter two years after he had returned to Vienna in 1866, sponsored by Archduke Ferdinand Karl.

In Egypt he opened a one-man exhibition in Cairo in 1894. The show was a great success and secured Kosler many wealthy Egyptian clients including Prince Said Halim Pasha, the grandson of Mehemet Ali Pasha, the future Grand Vizier of the Ottoman Empire, who commissioned a series of portraits from the artist. Kosler's portrait commissions were not limited to Egyptian society. He also painted the Archduke Ferdinand Karl in Vienna and other wealthy individuals, such as Countess Palfy-Schlippenback who sat for the artist in 1896. Whilst in Egypt Kosler made acquaintances with a number of influential European art collectors. These connections encouraged Kosler to exhibit at the Glass Palace in Munich in 1899 and at the Royal Academy in London, where he exhibited *The Blind Beggar* and *Vegetable Sellers, Cairo* in 1903. Kosler also found fame in his home country regularly exhibiting in the Viennese salons from 1895, becoming a member of the Society of Artist Painters a few years later in 1901.

Kosler is best known for his intricately detailed works such as *Camel Market in Cairo* 1889, in the Oberösterreichisches Landesmuseum collection in Linz, however his more delicate portraits also display an ability to capture emotion. *Nada, jeune Beduin, Sinai* shows the subject in traditional head dress with only the face visible, beautifully framed by the folded drapery. Kosler often captures his sitters in profile or modestly glancing down, this portrait captures a young Bedouin girl staring straight out at us, with beautiful almond eyes. Nada in Arabic refers to the dew in the morning.





109

Albert Goodwin, RWS (British, 1845-1932)

Sunrise-Cairo

signed and dated 'Albert Goodwin/1921' (lower right), inscribed 'Cairo' (lower left)

watercolour, bodycolour and chalk

36.5 x 54.5cm (14 3/8 x 21 7/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

PROVENANCE:

with Appleby Bros. Ltd., London, no.1026

Private collection, UK



110

Henry Andrew Harper (British, 1835-1900)

Bedouins in the plains of Sharon, Holy Land

signed and dated 'Henry. A. Harper/73' (lower left)

watercolour with scratching out

47 x 78cm (18 1/2 x 30 11/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

111

Victor-Gabriel Gilbert (French, 1847-1935)

The dance

signed 'V.Gilbert.' (upper left), also bears collector's seal on the stretcher
oil on canvas

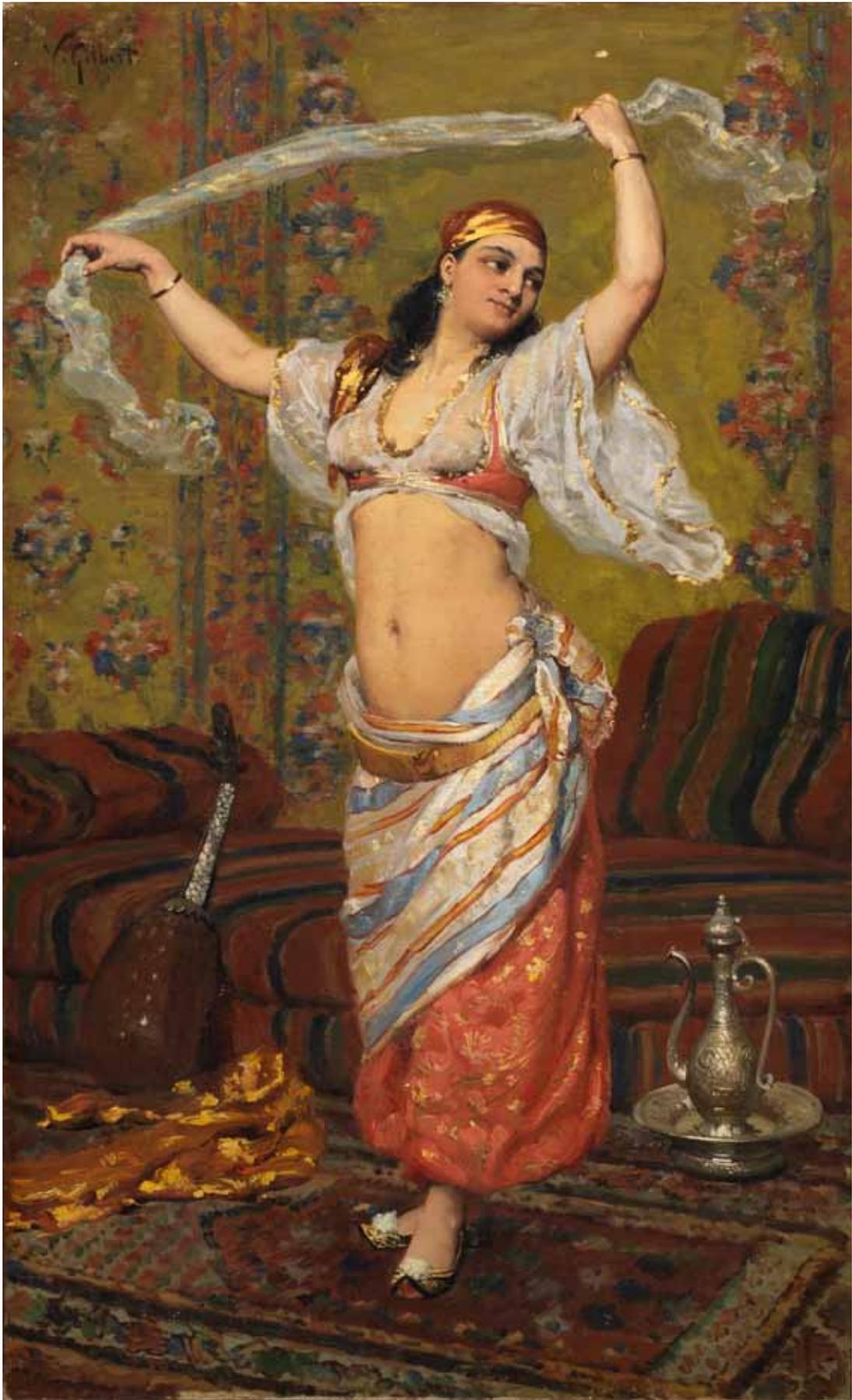
82 x 49.5cm (32 5/16 x 19 1/2in).

unframed

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000



Property from a Private Canadian collection

112*

John William Waterhouse, RA, RI (British, 1849-1917)

The Courtship (Sweet offerings)

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

oil on canvas

61 x 31.7cm (24 x 12 1/2in).

£40,000 - 60,000

€47,000 - 70,000

US\$61,000 - 91,000





John William Waterhouse, RA, RI, *Offerings*, Private collection

The present lot is a fascinating rediscovery, epitomizing that moment in the career of J.W. Waterhouse when he had refined his distinctive mode of classical genre painting to a very high standard. The liner that separates this well-preserved canvas from its frame carries the inscriptions 'The Courtship' and 'J.W. Waterhouse RA', both of which were hand-lettered at some point long ago. There is no documentary evidence of a Waterhouse painting titled *The Courtship* though we know that, throughout his long career, he made many pictures for sale to private collectors which were not publicly exhibited (and thus not documented). Moreover, Waterhouse did not become a full member of the Royal Academy until 1895, by which time he had shifted to more Pre-Raphaelite subject matter. Because the present lot is undated and bears no markings or labels on its reverse, its place within Waterhouse's oeuvre must instead be established by examining its subject and style.

In the summer of 1875, one of Waterhouse's two submissions to the Royal Academy's all-important annual exhibition was *Whispered Words*. Now known only through a reproductive engraving, this 40 inch-high oil celebrated romantic love, both compositionally and with a poem printed in its catalogue entry.

*This couple lived some time ago,
Perhaps two thousand years or so,
Yet I am pretty sure I know
Exactly what he said.*

*For it was only Wednesday week
My lips were close to Jessie's cheek,
When she looked just like this fair Greek,
And blushed as rosy red.*

This verse is apparently Waterhouse's own, since it contains the name of his own sister, Jessie. He identifies the couple as Greek, yet the scene is more believably Pompeian, a cultural setting that fascinated Waterhouse's generation. Moreover, the facial features of 'Jessie' appear not Mediterranean but 'Graeco-West-Kensington,' a useful phrase the painter, critic and collector W. Graham Robertson (1867-1948) coined later to describe the lounging maidens of the English painter Albert Joseph Moore, ARWS (1841-1893). Moore's Aesthetic vision of *dolce far niente* (sweet idleness) was pervasive in the 1870s and early 1880s, but even more influential on Waterhouse were the archeologically informed scenes of Sir Lawrence Alma-Tadema, OM, RA (1836-1912), the Dutch-born, London-based Royal Academician who had been re-animating Pompeian genre scenes since he first visited that ancient site in 1863. Waterhouse made his first visit to Pompeii in 1877, where he painted detailed watercolour studies of the frescoes and architecture that immediately made their way into the backgrounds of his finished paintings.

The young Waterhouse's emulation of Alma-Tadema through such morose Royal Academy submissions as *A Sick Child Brought to the Temple of Aesculapius* (1877) and *The Remorse of Nero after the Murder of His Mother* (1878) was duly noted by critics of the time, but they devoted less commentary, if any, to the more charming scenes the young painter produced from the mid 1870s onward. *Whispered Words* set into motion a wave of gentle Pompeian reveries emanating from Waterhouse's easel, including two versions of *Dolce Far Niente* (1879 and 1880) and *The Household Gods* (1880), as well as the present lot.

Composed, drawn, painted, and coloured with ever-increasing assurance, these comfortable domestic scenes were readily comprehensible to the upper-middle-class buyers of fine art who visited such venues as the Royal Academy, Dudley Gallery (London), Institute of Oil Painters (London), Royal Birmingham Society of Artists, and Liverpool Autumn Exhibition, not to mention commercial galleries like Agnew's. Many Victorians saw themselves as inheritors of the Roman Empire, and they were fascinated by its material remains, which were still being unearthed on a continuing basis. It was only in 1882, with the presentation of his enormous canvas *Diogenes* at the Royal Academy (now in the Art Gallery of New South Wales, Sydney) that Waterhouse began to apply his classicizing expertise to a more grand scale.

There is a strong argument to suggest that the present lot is a painting entitled *Sweet Offerings*, a previously un-located painting, which was exhibited at the Liverpool Autumn Exhibition in 1882. In 1880, Waterhouse exhibited *The Household Gods* at the Royal Academy; also known as *Offerings to the Gods*, the work shows two young women adorning a domestic altar in a late Roman home. The work was bought by Sir John Aird, a prominent London collector who published it in a limited-edition catalogue of his holdings in 1884. Aird also owned *Whispered Words*, and the two large canvases hung side by side in his drawing room.

In 1879, however, Waterhouse had exhibited a smaller oil, *Offerings*, which shows a young woman daydreaming beside an altar that she has just embellished. This appeared at the less prestigious Dudley Gallery in London priced at just £25.



John William Waterhouse, RA, RI, *The Household Gods*, Chi Mei Museum, Tainan, Taiwan

Unlocated and unillustrated until now, *Sweet Offerings* appeared at the Liverpool Autumn Exhibition in 1882, no.167, with the modest price of £35. By comparison, a year earlier, Waterhouse had sent to Liverpool the much larger *A Summer's Day in Greece* priced at £120. The insertion of the word 'sweet' is significant; it is unlikely that a figure worshipping her ancestors at a Roman shrine would evoke the word 'sweet', as does the present picture, in which an amorous young man offers fresh narcissi flowers to his beloved. Waterhouse's deft arrangement of their heads and arms intensifies the romantic mood, and the title *Sweet Offerings* would logically infer, without being vulgar, that the man worships his beloved.

All of Waterhouse's characteristic features are here in unusually felicitous combinations: the juxtaposition of a swarthy man with a fair-skinned maiden; the delicate pastel hues of their clothing (especially the coral in her headband, sash, and gown); the bouquet of narcissi (a bloom Waterhouse celebrated throughout his career); the reddish-toned walls, one of which has been painted with the quintessentially Aesthetic sunflower; the potted plants; the magical number of seven birds pecking at grains on the marble floor; and the perspectival recession provided by

the view beyond a heavy curtain into a sunny courtyard, by the oil lamp perched in the niche at top left, and by the staircase borrowed from so many Alma-Tadema compositions. Moreover, the outstanding quality of the flesh painting here would logically position this work later in Waterhouse's career, in 1882 when he was 33 rather than, for example, when he was 27. Finally, the signature is absolutely right for Waterhouse in this era, and even the slight (and stable) craquelure visible on the leaves of the potted plant is characteristic of his hand.

Because so many paintings from Waterhouse's early career remain unlocated, the rediscovery of this especially fine example is cause for both celebration and enjoyment.

We are grateful to Peter Trippi for his assistance in cataloguing this lot.

LITERATURE

Anthony Hobson, *The Art and Life of J. W. Waterhouse RA 1849-1917*, 1980, cat no.49, p.181.

Peter Trippi, *J. W. Waterhouse*, London, 2002, p.41.

Other properties

113

John William Godward, RBA (British, 1861-1922)

A beauty

inscribed 'TO S GREEN/FROM/J.W.GODWARD' (upper left)

oil on canvas

51 x 40.5cm (20 1/16 x 15 15/16in).

unframed

£20,000 - 30,000

€23,000 - 35,000

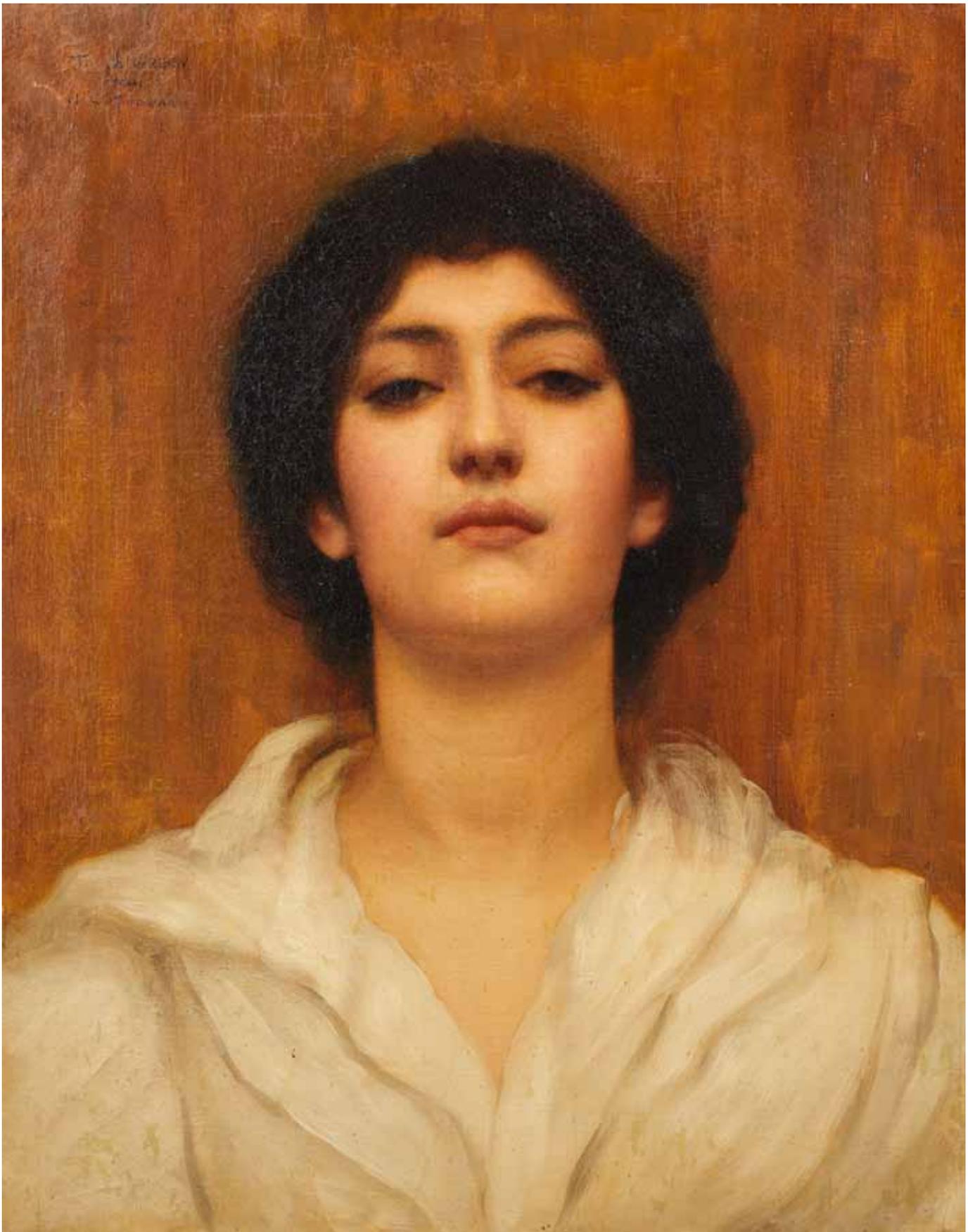
US\$30,000 - 46,000

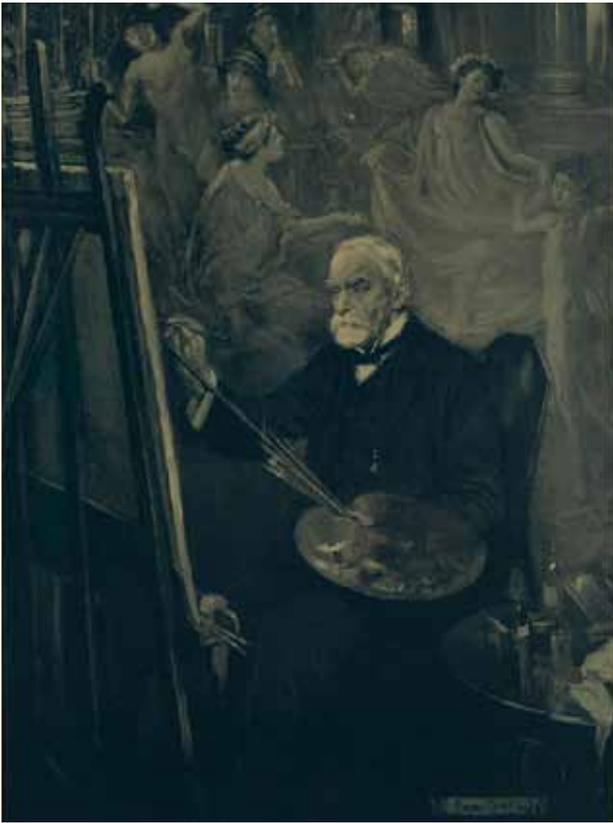
PROVENANCE:

Private collection, UK

This rare picture depicts a sultry dark headed Italian model, in full face and shoulders, in a contemporary white dress. While the face is worked out, the background-which normally would be of marble-is painted flat. The picture was probably not fully finished because it was a gift. The recipient, 'S. Green' remains a mystery; the name does not appear in any Godward references.

We are grateful to Vern Swanson for his assistance in cataloguing this lot. The work will appear in Dr. Swanson's forthcoming revised edition of his book on J. W. Godward.





Cyrus Cuneo, *Sir Edward John Poynter, PRA*,
Illustrated London News, 9th May 1908

114*

Sir Edward John Poynter, PRA RWS (1836-1919)

The Ionian Dance

Motus doceri gaudet Ionicos,

Matura virgo, et fingitur artibus

signed with initials and dated '18EJP95' (lower left)

oil on canvas

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

£300,000 - 400,000

€350,000 - 470,000

US\$460,000 - 610,000



PROVENANCE:

Robert English Esq. (1849-1914), purchased from the artist Sale, Christie's, London, property of the late Robert English of 21 Portman Square, London, 9th July 1915, lot 106, purchased by Sampson, almost certainly the art dealer William Walker Sampson (1865-1929), for 250 guineas
Private collection

EXHIBITED:

London, Royal Academy, 1895, no.270
Melbourne, Federal Exhibition, November 1902

LITERATURE:

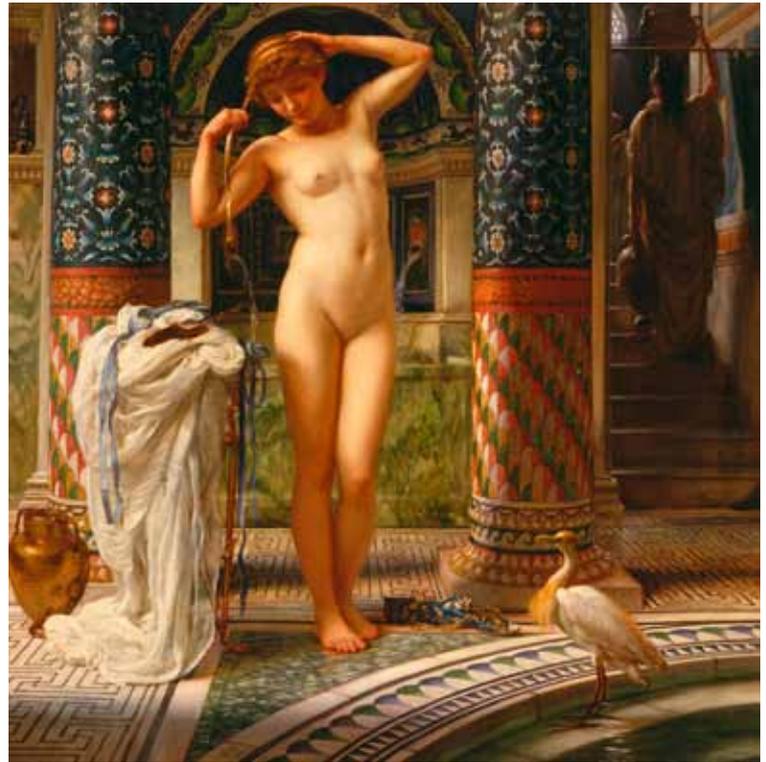
Henry Blackburn, *Academy Notes*, 1895, p.12, with a description of the work and p.70, illustrating a sketch of the painting
Royal Academy Illustrated, 1895, p.163
The Sunday Times, 7th April, p.12, under the title of 'Show Sunday' *Art Journal*, 1895, pp.172-4, "The cares of the directorship of the National Portrait Gallery have not prevented Mr. E. J. Poynter's contribution of a beautifully painted and exhaustively learned classical composition called 'The Ionian Dance'. Of this we print a large wood engraving by Mr. R.W. Paterson [p.173, noting underneath that Robert English, Esq. was the owner of the picture and its copyright]. Within a pillared court, of which the details betoken the refined scholar, dances a beautiful maiden, her diaphanous gauze betraying every grace of her slim figure. In delightful attitudes of ease, reclining on the marble benches, or peering between the pillars, are draped comrades of the dancer. It is painted with great finish in a high joyous key, consonant with its subject; and the texture of flesh, drapery, and marble is as distinguished as the balance of the composition."
The Athenaeum, 1895, p.415, "Mr. Poynter has placed the scene of his picture for the Royal Academy in a hall, the roof of which is supported by lofty columns of yellow and white Oriental alabaster with gilded caps and richly moulded bases. The walls are lined with marbles of full deep colours, and pierced so as to show without a garden and trees, flowers, and patches of sunlight and shadow. The pavement is resplendent with mosaics and tarsia work set in geometrical patterns, and its design is borrowed from the floor of a room in the Palace of Tiberius at Rome. The portion of the hall on our right is semicircular and filled with a bench, or ambo, on which are grouped a company of damsels of the finer Graeco-Roman type which many modern painters, familiar with the mural pictures at Pompeii and Rome select. The girls are listening to the music of one of their number, who, leaning with crossed feet against a column on our left, performs with spirit upon double pipes. The shrill notes fill the hall and mark the time for a charming, rose-crowned brunette near the middle of the picture, clad in a loose tissue of rather pale rose, who dances with graceful energy upon the polished floor. With both hands she holds up daintily the skirts of a semi-diaphanous robe which only half conceals her polished limbs and beautiful figure, while the looser part of her chestnut tresses swing behind her shoulders as she turns suddenly upon one foot. This is a delightfully brilliant figure, elegant in every line and contour – the joyful face, the parted rosy lips and glad eyes, affirming the girl's delight in that music of motion in which she is adept. First on our left, among the groups on the ambo, reclines a comely damsel, dressed in purple, and beside her, almost in her arms, lies a young girl whose dress is a tissue of pale blue, and whose expression and attitude indicate the interest she feels in the dance. A little nearer our right stands a cluster of four fair ladies, one of them in sea-green and white, while behind her a younger maiden is dressed in rose colour. Still more on our right is the loveliest and most brilliant of the whole set, a brunette with sparkling eyes, wearing a circlet of gold round voluminous black tresses. Leaning sideways on the bench, she rests upon her elbow, and looks on which delight. Her dress is a bronze green, the full depth of which emphasizes her figure in the composition, as well as in the chromatic and tone schemes of the picture, which, as becomes a work of high art, has exhaustively studied in all these respects. Equally entranced is the next figure, a maiden clad in a loose and ample robe of citron colour, who sits, or rather lounges, on a low cushion. At her feet lies a scarlet lyre. It is observable that the local colours of this fine design, not less than its colouration in general and the varied carnations of the women, instinct with almost Titianesque wealth of rosy and golden hues, surpass anything of the sort Mr. Poynter has yet painted...."
The Athenaeum, 1895, p.576, "We described Mr. Poynter's *Ionian Dance*

in March last [see above]....The vivacity of the maiden is as exceptional as the grace and precision of her movements; and she is one of the best figures Mr. Poynter has produced, and, as we said in March, exceptionally elegant in every line and contour, the joyful face, the parted rosy lips and glad eyes indicating the girl's pleasure in the dance. Not are the colours and ornaments, the treatment of the flesh in its rosy and warm morbidez with an under golden hue, and the exquisite draughtsmanship less creditable to the artist. Well may the spectators be delighted with her intense vivacity....In the figures of the onlookers Mr. Poynter shows that he has greatly improved in painting flesh clearly and with that semi-transparent surface which, revealing the under gold, roses, and gold, is the despair of artists in general, and the highest triumph of the great Venetians. Last year, as we said at the time, he made a considerable step in advance in this respect; his progress is still greater now, and leaves but little to be desired...."
The Magazine of Art, 1895, p.244, illustrating the drawing (acquired by the British Museum), for the mother and child who watch the dancer and noting "A study is also given from Mr. Poynter's dainty picture, illustrative of the lines of Horace's Ode... a picture, it is understood, that is one of a long Horatian series to which the artist is devoting himself henceforth."
The Times, 4th May 1895, p.12, which refers to this painting as a "delicate little work....one of the most happily conceived of his classical pictures, in every way more successful than the large outdoor scene from last year."
The Sunday Times, 1st May 1895, p.8, under "A brief list of pictures that must not be missed."
The Sunday Times, 5th May 1895, p.2
The Antiquary, 1895 p.168, describing this painting as "a gem".
The Liverpool Mercury, 2nd May 1895, p.5
The Builder, vol. 72, 1897, p.339, in speaking of the illustration of *The Ionian Dance* in the Easter Art Annual the writer notes "It is a pity the 'Ionian Dance' was not reproduced photographically, the line engraving does not do justice to the exquisite grace of the dancing figure."
Cosmo Monkhouse, *The Life and Work of Sir Edward J. Poynter*, Easter Art Annual, 1897, p.27
The West Australian (Perth edition), 15th September 1902, p.5, noting that this painting had been selected by Mr. Christmas for the Federal Exhibition.
The Argos, 22nd November 1902, p.17, with a review of the Federal Exhibition: "The pride of place must be assigned un-hesitatingly to 'The Greek Dance' [an alternative title] by Sir Edward Poynter. The subject conforms to the best traditions of the office of President of the Royal Academy. Culture and scholarship, a genuine sympathy with the classic period rather than the mere fad for archaeology, which so often takes its place, a refined and exacting taste, brilliant draughtsmanship, and masterly technique are all to be felt in this successful attempt to realise a couple of lines of Horace, in which the poet hits off the delight of the Roman lady at learning the graceful movements of the Ionian dance from an exiled Greek girl. There is a capital proof engraving of this picture, bearing the painter's signature, in the corridor of the state Parliament-house, but no reproduction can adequately convey the charm of the work, the pose of the Greek dancer, instinct with grace and alive with motion, the beautiful young form showing through the diaphanous draperies, the rose-crowned head with eyes half-closed, the dainty bare feet reflected in the marble mosaic of the atrium, and the whole effect of youth and grace and gaiety with which the central figure is invested. There is no elaboration of unnecessary detail, but neither is there any shirking, and the subordinate figures have been painted as carefully as the central one. One notes especially the ease with which the painter has overcome all technical difficulties. The reflections of the dancer's feet, of the forms of the onlookers, and even of the roses that have fallen from the dancer's garland are beautifully indicated in the painting of the marble mosaic, with its inlaid pattern, varying from jade to amethyst. This truly delightful picture should exercise a potent educational influence over young students who care to see what can be accomplished by refined taste and feeling when supported by ripe knowledge and thorough craftsmanship."
Malcolm Bell, *Drawings of E J Poynter Bart*, 1905, p.11, with reference to the work.
The Times, 10th July 1915, p.9, with a review of the sale of this painting.
The Times, 17th January 1920, p.9, mentioning the British Museum's recent acquisition of drawings by Poynter and with specific reference to *The Ionian Dance* being one of his more important paintings.





Sir Edward John Poynter, PRA, *Study*, *The Magazine of Art* 1895



Sir Edward John Poynter, PRA, *Diadumene*, c. 1883 (oil on canvas), Royal Albert Memorial Museum ©Bridgeman Art Library

When *The Ionian Dance* was first shown to the general public at the Royal Academy Summer Exhibition in 1895, it was singled out for its charm, its grace, colouring and realism and was aptly described by one critic as “a gem”. By then Poynter was at the forefront of the British art establishment as well as Victorian classicism. That however was not the reason for the painting’s critical acclaim – rather it was simply because it was considered one of his finest pieces – so much so that when Cyrus Cuneo (father of Terence Cuneo) executed a portrait of Poynter for the *Illustrated London News* (9th May 1908, p.677), he showed the artist at his easel upon which was an imaginary canvas portraying details from his most famous paintings, of which *The Ionian Dance* was one.

The Ionian Dance dates from the year after Poynter became Director of the National Gallery and the year before he was elected President of the Royal Academy, following the successive deaths of his predecessors Sir John Everett Millais, PRA and Frederic Lord Leighton, PRA. It was from Leighton that Poynter gained some of his greatest inspiration, particularly during his earlier career. In this instance we can see how the artist shares Leighton’s quality of observation and detailing, notably in his description of the diaphanous drapery. However the overall content differs, for now instead of the grand classical or heroic themes that Leighton often advocated, Poynter focuses upon decorative aspects within a more intimate narrative. In this respect this oil can be likened to the work of Sir Lawrence Alma-Tadema. Such a comparison did not go unnoticed by the critics, especially as *The Ionian Dance* and Tadema’s painting entitled *Spring* hung close to one another at Burlington House and as one critic for *The Liverpool Mercury* noted “this charming little bit of classicism has qualities which in some respects place it above the great Belgian’s art.”

In choosing a more intimate subject, Poynter nevertheless remains close to the Ancients by visualising a few lines from Horace’s *Odes*, (book three, ode VI) which loosely translates as ‘The young girl early takes delight in learning Greek dances, in being dressed with all the arts’. Lord Lytton, in his 1872 work *The Odes and Epodes of Horace, a metrical translation into English*, offers a more poetic interpretation of these lines:

*The ripening virgin, blushless, learns delighted
Ionic dances; in the art of wantons
Studiously fashioned; even in the bud,
Tingles, within her, mediated sin.*

Horace tells of a young Greek exile who performs a native dance to her Roman mistress so that she too may learn the Ionian steps. The mistress and her aides, arranged behind the dancer, are seated upon a marble bench or ambo as they watch the Grecian girl move to the music of a female piper. In effect we too are invited to observe the dynamic scene and likewise to admire the young girl’s thin flowing dress that barely disguises her nudity. At the same time we can study the archaeological reconstructions such as the tessellated marble floor, modelled on one from the Palace of Tiberius in Rome, that perfectly offsets the women’s brilliant coloured robes.

Like Alma-Tadema and John William Godward, Poynter’s attention to detail in rendering marble is exquisite. Here, the columns to the left are of Egyptian Alabaster, the panels between the back columns and windows are of Cipollino Verde, and Alabastro Albarese is used for the central decoration in the background. The bench, and the marble between the columns and the floor, is Marmo a Preconesso. The floor is a complex pattern including five different marbles; the main roundel decorations are Porphyry, flanked by Green Porphyry, and surrounded by Porta Santa. The floor also contains Gallo Antico, while the remainder of the floor is the distinctive Pavonazzetto.

In 1902 *The Ionian Dance* was one of a number of paintings selected by Mr. Christmas to represent the best of British Art at the Federal Exhibition in Melbourne that year. Poynter’s ‘gem’, then valued at £1300, was applauded by the Australian public, whose appreciation was summed up by a writer for *The Argos* who wrote “The pride of place must be assigned un-hesitatingly to ‘The Greek Dance’ [as noted an alternative title].” Poynter too must have thought highly of this painting since he worked it up into a larger oil titled *The Skirt Dance*, which when shown at the Royal Academy in 1898, (no.222), included the same lines from Horace’s Ode. As a brilliant draughtsman and true academic, Poynter executed numerous studies before working upon his final paintings. Among a number of preparatory studies for the present work is a chalk drawing of 1893 for the mother and child to the left of the dancer, which was acquired in 1919, shortly after the artist’s death, by the British Museum.

The present oil was purchased direct from the artist by Robert English (1849-1914) and was almost certainly bought prior to the 1895 Summer



Detail of the present lot

Exhibition since by the time it hung at Burlington House it was no longer for sale. This was not unusual at that period since artists of Poynter's calibre often opened their studios on 'Show Sunday', held over the weekend before the main event, when critics and potential buyers could select the best on view. Robert English was one such collector. Born in Somerset, the son of a brick maker, by 1871 he was working as a grocer's assistant; he then went to South Africa, where he married Mary Ann Mayne in 1880 and made his fortune. English's wealth (amounting to just under £345,250 at the time of his death) came from diamond mining and having merged his interests in the Kimberley Fields with De Beers, he became a director of the latter. During the 1880s, he, his wife and their growing family returned to Britain, where he acquired Scatwell House, an impressive 17th century Scottish mansion, north east of Inverness as well as a London residence. They firstly lived at 13 Berkeley Street and then at 21 Portman Square, where among their neighbours was the picture dealer William Agnew, the Duke of Fife, his wife the Princess Royal and Thomas Baring, the banker.

Robert English's impressive collection included a number of large oils such as *Spirit of the Summit* by Lord Leighton, PRA (1894; Auckland City Art Gallery) *Psyche et l'Amour* of 1895 by W. A. Bouguereau and two other sizeable works by Peter Graham. They and the present oil were all included in English's deceased sale held in 1915. By then Britain had entered WWI and the art market was beginning to suffer. Nevertheless *The Ionian Dance* sold for 250 guineas. Its buyer was 'Mr. Sampson', almost certainly the art dealer William Walker Sampson (1865-1929), whose gallery at 13 Air Street, just off Regent Street, specialised in English and Continental pictures. At that period Sampson was one of the major buyers at auction; this was because he generally bought on behalf of a ring of fellow dealers to ensure that they didn't bid against one another in the saleroom. After the main sale the ring then conducted their own discrete auction for Sampson's successful purchases. For this reason it is difficult to know if Sampson held onto *The Ionian Dance* or if it was immediately secured by one of his fellow dealers. We know however that the oil has remained in the same private collection for many decades - probably dating back to the years immediately after Robert English's sale. From then until its recent rediscovery this masterpiece was essentially considered 'lost' and was only known through engraved reproductions; however none could ever do justice to the true beauty of the original.

We are grateful to Alice Munro-Faure for her assistance in cataloguing this lot.



Sir Lawrence Alma-Tadema, *Spring*, 1894 (oil on canvas), J. Paul Getty Museum ©Bridgeman Art Library



After William H Bartlett, *The Last Brief Voyage: A Connemara Funeral*, 1887, original state, from *The Magazine of Art*, 1887

115W

William H Bartlett (British, 1858-1932)

The Last Brief Voyage: A Connemara Funeral (The Emigrant's Departure)

signed and dated 'W H BARTLETT./1887.' (lower right)

oil on canvas

135.5 x 212.5cm (53 3/8 x 83 11/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

PROVENANCE:

with C. Rich & Sons, London, 1956, sold for £26

Private collection, UK

EXHIBITED:

London, Royal Academy, 1887, no.630, as *The Last Brief Voyage:*

A Connemara Funeral

LITERATURE:

Anon, 'The Royal Academy – Third Notice', *The Athenaeum*, 28 May

1887, p.709

Anon, 'The Royal Academy Exhibition', *The Art Journal*, 1887, pp.277-8

The Magazine of Art, 1887, p.337 (as full page illustration), p.339

Pall Mall Gazette 'Extra', 1887 p.42 (illustrated)

W.H. Bartlett, 'Coast Life in Connemara', *The Art Journal*, 1894, p.249

(with full page illustration).





Albert Edelfelt, *A Child's Funeral*, 1879, Ateneumintaimuseo, The Antell Collection, Helsinki

In 1887 George Bernard Shaw in his review of the Grosvenor Gallery noted that 'Mr WH Bartlett has been hard at work among the seaside folk in Connemara'.¹ In front of Shaw were two paintings –*Off to the Fair*, *Connemara* and *Wrack for the Farm*– and he no doubt also recollected the painter's more important work, *The Last Brief Voyage*, currently on show at the Royal Academy. This picture was causing even more of a stir than the smaller Grosvenor Gallery paintings. A sad subject treated in a matter-of-fact way, it was described by *The Athenaeum* critic in the following terms:

The Last Brief Voyage, (630) is the title of Mr W.H. Bartlett's picture of the landing of a child's coffin from a boat at the old graveyard near a ruined Hebridean church. The attendants are a prosaic, but natural group, their faces are capital; the coffin's covering of white supplies a focus for the colour and *chiaroscuro* for the work, which is meritorious on these grounds not less than on account of the clearness of the painting of the milk-like, opalescent, pale green sea.

Leaving aside the mis-identification of the setting –the Hebrides for Connemara– the work clearly represented a child's funeral in a remote part of the world where land around a ruined church remained consecrated as a burial ground. The picture was subsequently, unaccountably altered and the coffin repainted as a crude wooden trunk– transforming its subject matter into *The Emigrant's Departure*.² No other alterations appear to have been made and close examination of the repainted area of the canvas reveals that as the paint becomes transparent, the cross, placed on the coffin, and the stripes on the white cloth, seen in early reproductions, are visible today.

At the time of its first showing, *The Art Journal* agreed with *The Athenaeum* in finding that 'the sad story of a lost one ferried across the loch to its resting place on the bleak hillside is very well told'. *The Magazine of Art* was more critical, but found the scene to be 'realized by the painter with broad significance ...' Expectations of the young painter,

one of the rising stars of the younger generation, were high. Like many others he had gone to study in Paris, and in 1880 had worked briefly at the artists' colony at Grez-sur-Loing.³ In 1880 he also exhibited for the first time at the Salon, a painting entitled *Un atelier de peinture pendant le repos*, (unlocated), a scene depicting the interior of the atelier Julian, where he was a student. He followed this with a further studio scene, *Les Voisins (The Neighbours)* (Private collection), the following year. This was particularly successful, being reproduced in *The Graphic*.⁴

However, one of Bartlett's formative experiences at the Salon of 1880 was the large picture of a child's coffin, rowed across the crystal waters of a bay on the coast of Finland by Albert Edelfelt (1854-1905). At that point the young Finnish painter was regarded as a 'Naturalist' or modern realist working in the manner of Bastien-Lepage and the crisp, documentary accuracy of his work greatly appealed. The memory of this sombre canvas remained with the British painter and it provided the inspiration for the present work.

Other European travels -to Switzerland and Venice – intervened, but Bartlett was back in London in 1884 when he offered a studio in the family home in Chelsea to Fred Brown and was one of the early instigators of the radical New English Art Club.⁵ Nevertheless throughout these years he remained captivated by the battle for survival in the rugged landscapes of the west of Ireland. His first foray into this territory had been in 1878 and in 1882 his Academy piece depicted two young poachers hiding among the dunes near Roundstone in Co. Galway.⁶

By 1885, he was back in the region recording the seal fishermen and seaweed gatherers, and by 1887, Irish themes dominated his production. Although the memory of Edelfelt remained strong, it was first hand experience that prompted the present picture. This he later recounted:

Among the sand-hills overlooking the bay is a small and primitive graveyard, in which it is still the custom to bury children. I chanced to see a



William H Bartlett, *On the Alert, Young Poachers near Roundstone, West of Ireland, 1882*

funeral there, only once, and it was very striking. It took place in brilliant sunshine, and the general effect was very original, almost oriental in character. The plain deal coffin, covered with a white sheet, was deposited on the sand, the mother sitting upon it, while two men made a grave, the custom being to dig it after the funeral party arrives on the ground.

Keening women with their picturesque cloaks were grouped around close beside the chief mourner, and with their curious lamentations could be heard a considerable distance. The intense white sand, and deep blue of the sky, and deeper blue of the sea beyond, formed a fitting background to a strange and remarkable scene. With the exception of such an event as just described, or an occasional landing of turf or cattle from an adjacent island ... these beautiful strands are quite deserted.⁷

This sense of authenticity in *The Last Brief Voyage* greatly commended it at the time of its exhibition – so much so that two years after its showing Bartlett was accused by Walter Sickert of using photographs.⁸ Were this to be the case, it would, if anything, enrich the possibilities of the picture, for at this point photographs were widely seen as an adjunct to drawing in the planning of complex ‘naturalistic’ compositions.

Bartlett was not alone in *Galway Gossips* (Tate Britain) shown at the Academy, but this was summarily dismissed by *The Athenaeum* for its soft subject matter. Bartlett’s picture expressed the true stoicism of the Irish Celt, as well as his rustic piety. In later years the call of the wild Connemara coast remained strong and eventually Bartlett retreated for long periods to Donegal. He exhibited regularly at the Royal Academy and the Royal Hibernian Academy, and described St Ives and the West Coast of Ireland for articles on sketching grounds. Throughout these years of maturity he retained his allegiance to *plein-air* Naturalism, while experimenting with pastel, but seldom regained the solemnity and concentration of purpose seen in the present canvas.⁹

¹ Stanley Weintraub ed., *George Bernard Shaw on the London Art Scene, 1885-1950*, Pennsylvania State University Press, 1989, p.171

² This old alteration is likely to have been carried out after Bartlett’s death and prior to the picture’s purchase by descendants of the present owner in 1956.

³ Kenneth McConkey, ‘Les peintres britanniques et irlandais à Grez-sur-Loing’, in Claire Leray ed., *Artistes du Bout du Monde*, cahier no.7, Automne 2011, p.7

⁴ For further reference see Kenneth McConkey, *The New English, A History of the New English Art Club*, 2006, pp.22-3, illustrated

⁵ *Ibid*, p.29. Fred Brown, (1851-1941) later Slade Professor, was at that point teaching at the Westminster School of Art; see Professor F Brown, ‘Recollections II The Early Years of the New English Art Club’, *Artwork*, vol VI, no.24, 1930, pp.269-270.

⁶ Bartlett also showed West of Ireland subjects at the Grosvenor Gallery in this year.

⁷ WH Bartlett, ‘Coast Life in Connemara’, *The Art Journal*, 1894, pp. 247-8

⁸ Anna Gruetznier Robins, ed., *Walter Sickert: The Complete Writings on Art*, Oxford University Press, 2000, p.54.

⁹ See for instance WH Bartlett, ‘Summertime in St Ives’, *The Art Journal*, 1897, pp.292-5; *idem*, ‘The West Coast of Ireland’, in Charles Holme ed., *Sketching Grounds*, 1909 (The Studio), pp.119-128. Although his address in later years was given as Farleigh, near Maidstone, his spiritual home became Inishkeragh, at Rosses Point in Donegal.

We are grateful to Professor Kenneth McConkey for his assistance in cataloguing this lot.



Henry Herbert La Thangue, *A Gaslight Study*, 1888, Atkinson Art Gallery, Southport

116*

Henry Herbert La Thangue, RA (British, 1859-1929)

The fisherman
signed 'H.H.LATHANGUE.' (lower right)
oil on canvas

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

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE:

Ex collection Sir James Roberts LL.D, circa 1890¹
Thence by descent to the present owner

La Thangue's head study of a fisherman was painted around the time when he and his new wife, Katherine, were moving from Rye to Horsey Mere in Norfolk in the first half of 1886.² The buildings in the background are more likely to be those on the south coast. This places the study in close proximity to those of *Polly* (circa 1885-6, sold Bonhams London, 13 July 2011, lot 174) and *A Portrait* (Towner Art Gallery, Eastbourne).

All three pictures exemplify the 'square brush' method for which La Thangue achieved renown in the mid-1880s. This was well defined by D.S. MacColl as 'a swaggering way of painting across forms, by a choppy rendering of planes, and by an attention to values at the expense of colour'.³ In the present case, there is no sacrifice of colour. On the contrary, La Thangue modernizes Hubert von Herkomer's 'Heads of the People' imagery of a decade earlier – a visual sociology of working people which greatly appealed to Vincent van Gogh when illustrated in *The Graphic*.⁴ Yet in the present instance the fisherman's hat, a predecessor of the sou'wester, indicates that this 'old salt' comes from an even older, more picturesque generation. It was one that would achieve heroic status in the work of Stanhope Forbes and the painters of

the Newlyn School, and one to which La Thangue would himself return in his large Academy-piece, *A Mission to Seamen* (1891, Castle Museum, Nottingham).

The present lot remained in La Thangue's collection at least until 1888 when it appears hanging on the wall in the background of his wife's portrait, *A Gaslight Study* alongside *The Yeoman* (circa 1886-7, unlocated).⁵ It was evidently one of his own favourite early works.

¹Sir James Roberts (1848-1935), came from a dissenter family in the farming community near Haworth. As a twelve year old he walked barefoot across the moors to work at Titus Salt's mill at Saltaire, where his intelligence was recognized and he rose from the ranks to travel on behalf of the firm to Russia and the Americas. He became mill manager in 1903 and eventually bought out the company. He later retired to Sussex, but retained contact with west Yorkshire, purchasing the Bronte parsonage for the nation in 1928. He was one of a number of prominent businessmen from the Bradford area to collect works by La Thangue.

²Katherine Rietiker (1859-1941), known as Kate, was born in London to an immigrant family that originated in Zurich and prior to her marriage to La Thangue in 1885 she had worked as an actress and artist's model.

³DS MacColl, 'Professor Brown: Teacher and Painter', *The Magazine of Art*, 1894, p.403 ff. MacColl relates Brown's early work to that of 'brilliant students of his time - Mr La Thangue, Mr Clausen, Mr Stanhope Forbes ...'

⁴See Ronald Pickvance, *English Influences on Vincent Van Gogh, 1874-5* (exhibition catalogue, Arts Council). Such head studies were adopted in the mid-eighties as set subjects for Art Union prizes.

⁵*A Gaslight Study* was exhibited at the first exhibition of the New Gallery in the spring of 1888.

We are grateful to Professor Kenneth McKonkey for his assistance in cataloguing this lot.





117* AR

Sir Frank Brangwyn RA (British, 1867-1956)

A South African garden

signed with initials and dated 'F.B. 91' (lower right)

oil on panel

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

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

PROVENANCE:

Ex collection Sir James Roberts LL.D

Thence by descent to the present owner

Frank Brangwyn and his fellow artist William Hunt travelled round the Western Cape Province of South Africa in 1891, a trip financed by Thomas Larkin of the Japanese Gallery, London. During the trip Brangwyn painted on identically sized panels, stored in a specially constructed case, which enabled the artist to travel when the boards

were still wet. The paintings from this period are similar to Secessionist works and show the influence of Japanese art. When Brangwyn returned to Britain many of the works were exhibited in Larkin's Gallery, and these are listed in Vincent Galloway's catalogue of Brangwyn oil paintings, dated 1962. However, many previously unknown oils from the South African period have been discovered in recent years. This particular work may not have been previously catalogued, or alternatively might be Galloway no.594, *Native Nurse*. The large trees might be oaks for which Stellenbosch was noted (planted by its founder Simon van der Stel) – Brangwyn visited the town– but the colonnade, white pillars and urns could indicate a country house as could the nurse on the right. With his accustomed energy and honesty Brangwyn has perfectly captured the quality of bright, clear unpolluted light of the country, the claustrophobic heat, the presence of the Cape Coloureds and the vines growing in planters in the foreground.

We are grateful to Dr. Elizabeth Horner for her assistance in cataloguing this lot. The work will be listed in her catalogue raisonné, reference O4965



118AR

Stanhope Alexander Forbes, RA (British, 1857-1947)

The new mount

signed and dated 'Stanhope A. Forbes./1919.' (lower left)
watercolour over pencil

45.5 x 59.5cm (17 15/16 x 23 7/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,100

PROVENANCE:

with Morrab Art Gallery, Penzance, 1920, sold for £25.00

Private collection, UK

The present lot is a watercolour version of Forbes' 1919 oil of the same title, which was exhibited at the Royal Academy in 1919, no.83.



Stanhope Forbes painting *February Sunshine*, 1909

Property from a Private English collection

119AR

Stanhope Alexander Forbes, RA (British, 1857-1947)

Out into the dark and silence

signed and dated 'Stanhope A Forbes./1900' (lower right), indistinctly

inscribed on remnants of a label attached to the reverse

oil on canvas

79.5 x 97cm (31 5/16 x 38 3/16in).

£120,000 - 180,000

€140,000 - 210,000

US\$180,000 - 270,000

EXHIBITED:

London, Thomas Agnew & Sons., 1900, *English Art, 1900: a collection of pictures painted specially for Messrs. Thos. Agnew & Sons by Distinguished Artists of the English School*

Purchased for £240.00 in 1901, possibly from Agnew's in Manchester
Thence by descent to the present owner







1900 is an important year when assessing the career of Stanhope Forbes. Over the previous two decades, Forbes had enjoyed considerable success with his own brand of realism, based on rigorous draughtsmanship, a subtle understanding of tonal values, and a sense of good composition. A founder member of the New English Art club in 1886, a regular contributor to the Royal Academy, and the unofficial father of the Newlyn school - a position cemented by his establishment of the Newlyn School of Painting in 1899, with himself as 'Professor' - Forbes was, by 1900, an established part of the British artistic landscape.

Forbes was a leading figure amongst the first wave of artists who migrated to Newlyn in the 1880s, looking for an alternative to the studio-bound existence of the city. At the turn of the century, arguably many of his most famous works were behind him, but Forbes was at the height of his powers, painting works that would secure his reputation not only as the leading exponent of the Newlyn school he helped to found but also a great artist in his own right. As the century progressed, while Forbes stayed faithful to his original aims, the gradual loosening of his style shows sympathy with the style of many of the second wave of artists in the pre-war period.

The type of realism Forbes developed tended to depict the nobler side of his subjects' lives, seen to great effect in works such as *The Seine Boat* (RA 1904, no.167). The harder side of Newlyn life is alluded to, but it is never directly painted. While artists such as Walter Langley and

Frank Bramley chose to depict the cruel realities of life in works such as Bramley's *A Hopeless Dawn* (RA 1888, Tate Gallery) and Langley's *Never morning wore to evening, but some heart did break* (RA, 1894, Birmingham Museums), Forbes was perhaps the most commercially enlightened of the group, and as a result enjoyed the most success both at the Royal Academy and elsewhere.

One of the enduring qualities of Forbes' work throughout his seventy year career is his faithful recording of Cornwall and Cornish life. Over the course of his career he depicted many strands of life in Newlyn and its surroundings. His thriving portrait practice also allowed him to develop his considerable ability to depict individual features and characteristics. It is these characters going about their everyday lives that Forbes invites us to see from new angles and in endless scenarios, from the stuffy enclosed space of a blacksmith's forge in *Forging the anchor* (RA 1892, no.287, Ipswich Museum) to being on board a fisherman's boat in calm waters, as in the present lot.

1900 was a strong year for the Royal Academy, heralding a new century of artistic endeavour. Royal Academy Pictures notes that 'there is great work...that will live in the history of the British school, and mark this last year of the century as one of rare achievement...the most hopeful suggestion of the developments that may be expected during the new century'.¹ While Forbes exhibited four works at the RA that year, including his celebrated *The Drinking Place* (now in Gallery Oldham)



Stanhope Alexander Forbes, RA, *Newlyn*, 1909

-prominently reproduced on the first page of the Royal Academy Pictures -the present lot was sent to Agnew's, to an exhibition of 'English Art, 1900: a collection of pictures painted specially for Messrs. Thos. Agnew & Sons by Distinguished Artists of the English School', an indication that Forbes was very much a part of the artistic establishment of the time.

The early 1900s were an immensely prolific period for Forbes, and a good number of his most successful compositions were harbour scenes painted in Newlyn or nearby Mousehole, such as *Goodbye-Off to Skibbereen* (RA 1901, no.495), *The Seine Boat and Newlyn* (1909). The present lot is a typical example of this period, where Forbes moves away from crowded compositions, showing large groups of figures, such as his masterpiece, *A fish sale on a Cornish beach* (RA 1885, no.1093, Plymouth Art Gallery), *The Health of the Bride* (RA 1889, no.655, Tate Gallery) and *By order of the court* (RA 1890, no.1146, Walker Art Gallery) and concentrates on smaller groups of figures, set larger within the composition, with more of an emphasis on the facial characteristics of the sitters.

In *Out into the dark and silence*, a fisherman and a young lad are depicted setting out for the fishing grounds. The younger man is setting a long line as the boat glides away from the harbour wall. The lights of the cottages above Newlyn harbour in the background remind the viewer of the sanctuary of home and loved ones who would be waiting for their safe return. The charged atmosphere of the painting is

emphasized in the title. The boy's features are highlighted in the glow from the lantern which would have been lit as a safety precaution as the boat set out for the pilchard grounds. Forbes was particularly interested in the play of lamplight and used it in several compositions in the late 1880s and early 1900s, such as *The letter* (RA 1898, no.365, Plymouth Art Gallery), *Round the camp fire* (RA 1903, no.128, Laing Art Gallery) and most spectacularly in *Lighting up time* (RA 1902, no.40, Penlee Museum) where the artist bathes the face of the young man with the warm glow from the lantern.

By 1900 many of the original influx of artists had left Newlyn. Painters such as Chevallier Tayler had found it hard to make a commercial success whilst staying true to the *plein air* ideals of the 1880s, and in the words of his fellow artist Norman Garstin 'he has folded up his sketching umbrella and silently stolen up to Kensington'. The new generation of artists mainly had a bolder, lighter approach and this is mirrored in many of Forbes' paintings of the early 20th century, which move away from the tight square brushwork and subdued palette that had defined the early years of the Newlyn school. However, Forbes' interest in the subtleties of different light effects is not matched by any other Newlyn artist. It is explored in his interiors, his inland scenes, but most effectively in his harbour scenes such as the present lot, where the failing evening light reflected in the water, the sharper light of the lantern and the far off windows combine to make an atmospheric and complex scene.

¹ Royal Academy Pictures, London, 1900, p.ii

Other properties

120

Henry Tonks (British, 1861-1937)

After the bath

signed and dated 'HENRY TONKS./1910-11.' (lower right)

oil on canvas

106.5 x 96.5cm (41 15/16 x 38in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

Mrs. Goodbody, USA

Sale, Sotheby's, London, 27 November 1996, lot 21

EXHIBITED:

London, New English Art Club, 1913, no.93

London, Pym's Gallery, *Life and Landscape*, 1991, cat. no.23

Touring exhibition: *The Edwardians, Secrets and Desires*,

National Gallery of Australia, Canberra: 12.3-14.6.04 and Art Gallery of

South Australia, Adelaide: 9.7-12.9.04, cat. no.136





121

Henry Scott Tuke, RA, RWS (British, 1858-1929)

A young sailor

signed with initials 'H.S.T.' in pencil (lower right)

oil on canvasboard

43 x 35.5cm (16 15/16 x 14in).

£15,000 - 20,000

€18,000 - 23,000

US\$23,000 - 30,000

PROVENANCE:

Private collection, Denmark

Painted circa 1904, the present lot is a sketch of one of Tuke's Falmouth models, possibly Harry Cleave, who was modelling for Tuke between 1901 and 1905. Cleave appears in several notable paintings at this period, including *On the Bowsprit* and *The Mid-day Rest*, both painted on an old derelict ship 'The Mazatlan' in the summer of 1905.

When getting his models to pose as sailors, Tuke had various props, including different hats and clothes, for his models to wear. The red tam o'shanter worn in the present lot features in several of Tuke's sailor paintings, including the *Mid-day Rest or Sailor's Yarning* of 1905. Clay pipes also feature as props in this and other of Tuke's sailor paintings. However, the pipe in this painting looks like it is the model's own.

The present lot may be *A Quiet pipe*, which is listed as a sketch in Tuke's register for 1904 (R466), and was exhibited with Harris of Plymouth in the summer of 1904. Tuke returned to Falmouth in July 1904, after a five month trip to the Mediterranean to sail and paint, and notes in his diary of 31 July: 'Painted H. Cleave and fine sail nearly to the manacles.' For Tuke to fit in a painting and a sail so far out from Falmouth harbour in one day, he most probably painted Harry on board his sailing boat. The present lot was clearly painted on board a floating vessel in Falmouth harbour, as the model is set against the backdrop of a roughly painted sea, and very rapidly painted sketch of a classic sailing ship with a small rowing boat along side.

We are grateful to Catherine Wallace, author of *Catching the Light. The Art and Life of Henry Scott Tuke* for her assistance in cataloguing this lot.



122*

Edwin Harris, RBSA (British, 1855-1906)

Head of a young boy
signed 'E Harris.' (upper right)

oil on panel

20.5 x 15cm (8 1/16 x 5 7/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

For a similar composition see *Boy wearing a Hat*, Roger Langley, *Edwin Harris 1855-1906, An Introduction to His Life and Art*, Penryn, 2008, illustrated front cover

123

Henry Scott Tuke, RA, RWS (British, 1858-1929)

The Italian white barque 'Aldo'

signed and dated 'H.S.TUKE.1901' (lower left)

oil on canvas

44 x 65cm (17 5/16 x 25 9/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$23,000 - 30,000

PROVENANCE:

Reputedly a gift from the artist to S.J. Lamorna Birch

acquired by the family of the present owner in 1983

Thence by descent

ILLUSTRATED:

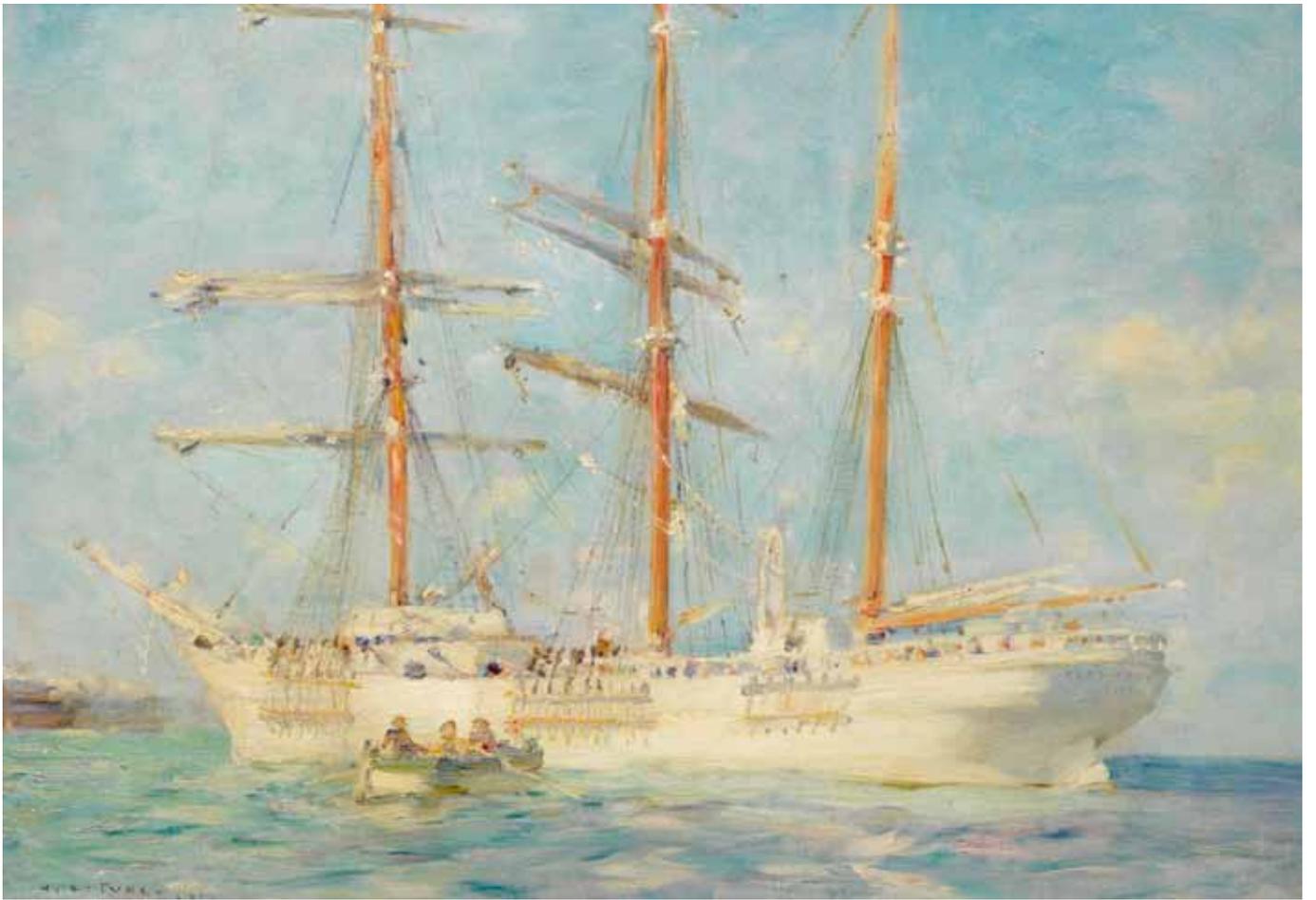
Wainwright & Dinn, *Henry Scott Tuke 1858-1929, Under Canvas*, London, 1989, cat no.72, illus. p.94 as *The White Ship*

This sunny, bright impressionist painting of a white barque is a good example of Tuke's confidence with oil, and with painting fully rigged ships whilst moored in Falmouth harbour. Full of light, this painting was created using quick but accurate brushwork to create a sense of movement. The azure blue sky is reflected in the sea which Tuke has highlighted with mauves and pinks. The placement of the barque within the picture is also visually dynamic, as it is turned away slightly at an angle from the picture plane and the rowing boat, painted at right angles to the barque, leads the eye into the picture.

Painted aboard the 'Piebox', one of his many boats which doubled up as a floating studio, Tuke describes painting this Italian barque -which had just arrived for orders in Falmouth on 23 June 1901- in his diary: 'Out in the piebox and painted a good white Italian barque, Aldo Guinto di Genoa.' (24 June 1901). Tuke has very faintly painted the name of the boat on the stern. He continues in his diary for the 25th June: 'Again to the Italian. The captain came aboard and criticized.'

The captain, Ferretto, was one of the Italian owners of this barque, which had been built in Sestri in 1890 and was registered at Genoa. His coming aboard to see Tuke's painting could have meant he wanted to see for himself what the artist had achieved, and maybe to check whether he had depicted her rigging accurately, an aspect of painting sailing ships that Tuke took pride in. Tuke had visited Italy -including Genoa- several times and could speak Italian. 'Aldo' was on a voyage from Buenos Aires with a cargo of wheat, under orders to take it to Antwerp. She was a wooden barque of 1047 gross tons, 982 net, and was 186 feet 6 inches long, 35 feet 4 inches wide and 23 feet 1 inch deep.

We are grateful to Catherine Wallace, author of *Catching the Light. The Art and Life of Henry Scott Tuke*, and Ron Hawkins from the Library at the National Maritime Museum, Cornwall, for their assistance in cataloguing this lot.



124

Henry Scott Tuke, RA, RWS (British, 1858-1929)

The green ship 'Miltiades' at anchor

oil on canvas

51 x 74cm (20 1/16 x 29 1/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

This portrait of a ship 'Miltiades' -with its distinctive green hull moored in Falmouth harbour- was painted by Henry Scott Tuke in two days on 4th and 5th July 1899. As Tuke notes in his diary: 'Green ship today and yesterday, Miltiades'. There is a thick impasto around the hull and sea areas, which suggests that Tuke took the canvas back to his studio and added to it there.

At the time, Tuke was also painting a large canvas depicting Mercury -the winged messenger of the Gods- called *Hermes at the Pool* (R338), which he exhibited at the Royal Academy the following year. In his diary for 6 July 1899 he also wrote how he had entered the Penryn regatta and won his race easily.

'Miltiades' was built in Aberdeen and is one of the Aberdeen line, as her lower masts are painted white whilst the upper masts are brown, and she flies the Aberdeen line house flag of red and blue with a white star in the middle on her main mast. The ship moored in Falmouth on its voyage from TalTal in Chile to Dunkirk under Captain Ayling.

We are grateful to Catherine Wallace, author of *Catching the Light. The Art and Life of Henry Scott Tuke*, and Ron Hawkins from the Library at the National Maritime Museum, Cornwall, for their assistance in cataloguing this lot.





Henry Scott Tuke, *Two Falmouth Fisher Boys* (Tuke R53), Private collection

125

Henry Scott Tuke, RA, RWS (British, 1858-1929)

Fishing off Pennance Point

oil on canvas

32 x 51cm (12 5/8 x 20 1/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

This is a rare work by Tuke and was one of his first paintings completed when he returned to Falmouth in 1885. He had lived there as a child in the 1860s before being sent to board at a Quaker School in Western-Super-Mare. It is a significant work as it captures his style at the dawn of its development and marks the beginning of 45 years of painting in Falmouth.

Tuke had first returned to Cornwall to live and work in Newlyn in 1883 along with his fellow painters, Thomas Cooper Gotch, Fred Millard and Albert Chevallier Tayler, who had all been fellow students at the Slade School of Art in London, and at Laurens Atelier in Paris. Along with Stanhope Forbes and others, this group established themselves as realistic painters of life in Newlyn and became known as the Newlyn School.

The present work, although depicting Falmouth, owes its style to Newlyn realism. Several of Tuke's early *plein air* paintings in Falmouth include grey skies, dark seas and muted colours, such as *A Morning Gossip* R58 (Falmouth Art Gallery). These were regular features of early Newlyn school paintings.

The model is probably Walter Shilling, Tuke's first model, who was brought from London and had modelled at the Slade. He is wearing a white sailor's costume that he also wears as one of the figures in *Two Falmouth Fisher Boys* 1885 (Private collection, see illustration).

This painting seems to pre-empt and could be seen as a study for it, as it shows a boy fishing off the rocks at Pennance point, Falmouth, with St. Anthony's lighthouse roughly sketched in the distance. Sailing ships are coming in to the harbour and there is a red handkerchief on the rocks, all of which also appear in the *Two Falmouth Fisher boys*.

In the present work, the boy appears to be quite small in relation to the sea, which dominates the canvas with the realistic portrayal of white breakers rolling in to the cove.

We are grateful to Catherine Wallace, author of *Catching the Light. The Art and Life of Henry Scott Tuke* for her assistance in cataloguing this lot.





126

Edward Stott, ARA (British, 1859-1918)

Belated

signed 'Edward Stott' (lower left) also inscribed with title and artist's address on an old label on the reverse

oil on canvas

55 x 83cm (21 5/8 x 32 11/16in).

£6,000 - 8,000

€7,000 - 9,400

US\$9,100 - 12,000

PROVENANCE:

with W.W. Sampson & Son, 31st March 1928, purchased by Sir Thomas Jaffrey, 1st Baronet, for £462.00

Private collection, UK

EXHIBITED:

Royal Academy, London, 1907, no.307

Liverpool Art Exhibition, 1907, no.988

Rochdale Art Gallery



127

William Teulon Blandford Fletcher (British, 1858-1936)

Feeding time

signed 'BLANDFORD FLETCHER' (lower left)

oil on canvas

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

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000



128

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

The market under the trees - Nice
signed 'Terrick William' (lower right), inscribed with title and signed,
inscribed and dated 'Terrick Williams/Art Club Studios/Blackheath/
London/1900' on reverse

oil on canvas

50.5 x 76.5cm (19 7/8 x 30 1/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

PROVENANCE:

with Weston Longville Gallery, Norwich, circa 1970s

Private collection, UK



129*

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

Clouds at Sundown

signed 'Terrick Williams' (lower left), signed and inscribed with title and artist's address on the reverse

oil on canvas

61 x 91.5cm (24 x 36in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

with the Cooling Galleries, Ltd.

Private collection, Canada



130

Harold Harvey (British, 1874-1941)

Old Newlyn

signed and dated 'Harold Harvey 1935' (lower right)

oil on canvas

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

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

with The Horner Galleries, Sheffield

Private collection, UK



131*

Harold Harvey (British, 1874-1941)

Boats at Newlyn Harbour

signed and indistinctly dated 'Harold Harvey/13' (lower left)

oil on canvas

51 x 46cm (20 1/16 x 18 1/8in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

132AR

Charles Spencelayh, RMS, HRBSA (British, 1865-1958)

Elevenses

signed 'C.SPENCELAYH' (lower right)

oil on canvas

50.8 x 61cm (20 x 24in).

£60,000 - 80,000

€70,000 - 94,000

US\$91,000 - 120,000

The present lot displays all the hallmarks that made Charles Spencelayh one of the most successful genre painters of his age and one of the great recorders of the cluttered high Victorian interior. Spencelayh was born in Rochester in 1865. He began his artistic training at the South Kensington School (later renamed the Royal College of Art) and continued his studies in Paris before returning to England. He regularly submitted pictures to the Royal Academy, exhibiting over 30 works there between 1892-1958, winning the 'Picture of the Year' award for *Why War* in 1939. Spencelayh was also a favourite of Queen Mary, who commissioned him in 1924 to paint a miniature of King George V for her celebrated dolls house.

Aubrey Noakes describes Spencelayh as, 'faithful in his fashion to the painting styles of late Victorian days in which he steeped himself, he blithely ignored the passing trends, fads, and fashions of this century.'¹ This rigid style remained popular with buyers and influential patrons and collectors, which included the wealthy Mancunian cotton merchant Mr Levy.

Elevenses is typical of Spencelayh's interiors, densely packed with bric-a-brac. He reflects the range of Victorian tastes depicting taxidermy and even a reproduction of William Holman Hunt's famous painting *The Light of the World*, visible behind the man's chair. Such attention to detail meant Spencelayh has come to be regarded as a social historian and chronicler of the period, unearthing the suburban society of the day. In this respect he has often been linked to Charles Dickens who was also born in Rochester. In 1957, the year before the artist's death, a critic in *The Manchester Guardian* remarked of his paintings, 'Most of them depict old codgers - the obsolete slang rises unbidden - in junk-crammed interiors that will be of considerable interest to the social historian of the future'.² Spencelayh himself recalled, 'As a lad I went into many poor homes in Rochester and Chatham. Today, I remember the arrangement of many of those little homes, and I put my memories into some of my pictures'. Spencelayh's obituary in *The Times* read, 'His work was full of the spirit, of 'The Old Curiosity Shop' in particular ... he had a natural sympathy for the kind of man who keeps one -an old bachelor in his conception'.

¹ Aubrey Noakes, *Charles Spencelayh and his paintings*, Jupiter Books Ltd, London, 1978, p.13

² *Ibid*, p.53





133AR

Sir William Russell Flint R.A., P.R.W.S. (British, 1880-1969)

Melinda on the jetty

signed 'W.RUSSELL FLINT' (lower right), watercolour

49 x 66.5cm (19 5/16 x 26 3/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000



134AR

Dorothea Sharp (British, 1874-1955)

The baby and the blue, forget-me-nots
signed 'DOROTHEA SHARP' (lower left), signed and inscribed with title
and artist's address on an old label attached to the reverse
oil on canvas

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

£25,000 - 35,000

€29,000 - 41,000

US\$38,000 - 53,000

PROVENANCE:

Sale, Christie's London, 09 June, 1988, lot 92

Private collection, UK

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Sophie Anderson
(British, 1823-1903)
Embarrassed with riches
signed 'S.Anderson' (lower centre)
oil on canvas
35.5 x 30.5cm (14 x 12in).
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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 £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, 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 £3,000. 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 2% 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 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% 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 8963 2850/2852 Fax: +44 (0)20 8963 2805
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/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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	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	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <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.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;			10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.4	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.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on 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			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
 - 3.1.1 the Purchase Price for the Lot;
 - 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders, 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

- 6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	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.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</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:	9.4	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> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.5	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> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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> .
7.1.7	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	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
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	FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
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> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*, and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: 19th Century Paintings, Drawings & Watercolours	Sale date: Wednesday 10 July 2013
Sale no. 20486	Sale venue: New Bond Street

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:

£10 - 200by 10s	£10,000 - 20,000by 1,000s
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s
£500 - 1,000by 50s	£50,000 - 100,000by 5,000s
£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion
£5,000 - 10,000by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals) <input type="text"/>	
I am registering to bid as a private client <input type="checkbox"/>	I am registering to bid as a trade client <input type="checkbox"/>
If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	Please tick if you have registered with us before <input type="checkbox"/>

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond I will collect from Park Royal or bonded warehouse Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature: _____ Date: _____

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

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

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

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

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