



Bonhams

1793

# British & European Pictures

Tuesday 10 September 2013 at 1pm  
Knightsbridge, London





# **British & European Pictures**

## **Tuesday 10 September 2013 at 1pm**

### **Knightsbridge, London**

#### **Bonhams**

Montpelier Street  
Knightsbridge  
London SW7 1HH  
[www.bonhams.com](http://www.bonhams.com)

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**Sale Number:** 20787

**Catalogue:** £12

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Veronique Scorer  
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[veronique.scorer@bonhams.com](mailto:veronique.scorer@bonhams.com)

Rhyanon Demery  
+44 (0) 20 7393 3865  
[rhyanon.demery@bonhams.com](mailto:rhyanon.demery@bonhams.com)

#### **Administrator**

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+44 (0) 20 7393 3960  
[emma.gordon@bonhams.com](mailto:emma.gordon@bonhams.com)

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**Please see back of catalogue for important notice to bidders**

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Front cover: Lot 94  
Back cover: Lot 139  
Inside front cover: Lot 44  
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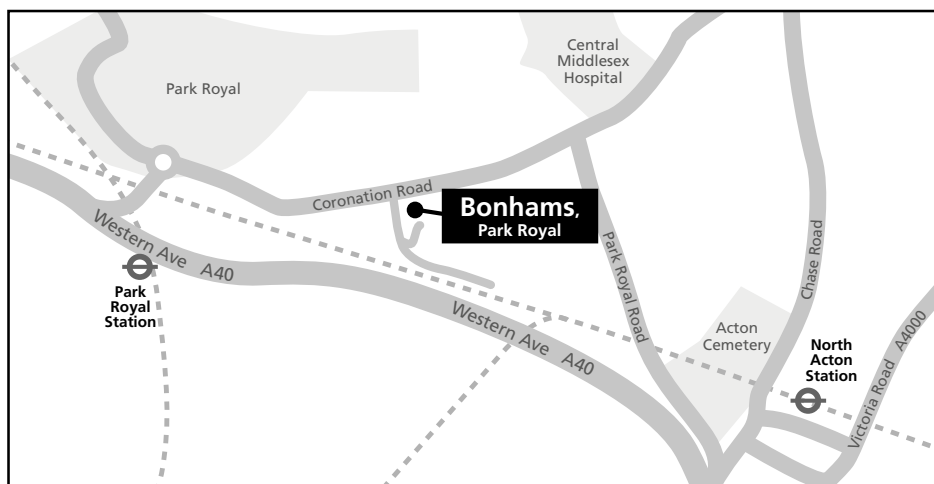
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# Sale Information



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To bid via the internet please visit  
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Sold lots marked with a special  
symbol **w** will be only retained  
at Bonhams, Knightsbridge until  
10am on 11 September 2013.  
Lots not collected by then will be  
removed to Bonhams Park Royal  
warehouse.

The sold lots marked with a  
special symbol **w** will be available  
for collection from Bonhams  
warehouse as from 9.30am on  
12 September 2013.

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

Purchased items will only be  
held free of charge at Bonhams  
Knightsbridge until 12pm on  
2 October 2013. Please contact  
the department.

## Bonhams Warehouse Address:

Unit 1, Sovereign Park  
Coronation Road, Park Royal  
London NW10 7QP  
Tel: +44 (0) 87 0811 3867  
Hours of opening 9.30am to  
4.30pm Monday to Friday

## Handling & storage charges

### Please Note

For sold **w** lots removed to  
Bonhams warehouse there will  
be no transfer and storage  
charges for lots collected between  
12 September 2013 and close of  
business 18 September 2013.

Transfer and storage charges will  
commence on 19 September 2013.

The charges levied by Bonhams  
are as follows:

Paintings and Frames marked  
with **w**

Transfer per lot       £20.00  
Daily storage per lot   £3.40

All the above charges are  
exclusive of VAT

## Handling & storage payment

All charges due Bonhams must be  
paid by the time of collection from  
Bonhams' warehouse.

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Tel: +44 (0) 20 7447 7447 to  
ascertain amount due by: cash,  
cheque with banker's card, credit  
card, bank draft or traveller's  
cheque.

### Payment at time of collection

By credit card / debit card

## Important Notice

A surcharge of 2% is applicable  
when using Mastercard, Visa  
and overseas debit cards.

The following symbol is used to  
denote that VAT is due on the  
hammer price and buyer's premium

† VAT 20% 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

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

**Y** These lots are subject to CITES  
regulations, please read the  
information in the back of the  
catalogue.

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

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





1



2

1

**William Hemsley (British, 1819-1893)**

'Happy Hours'

oil on canvas

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

£3,000 - 4,000

€3,400 - 4,600

EXHIBITED:

London, British Institution, *London Exhibition*, 1858, no.127.

LITERATURE:

Art Journal, 1858, p.141

2

**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).

£1,500 - 2,500

€1,700 - 2,900

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



3



5



4



3

**Adriano Bonifazi (Italian, 1858-1914)**

Italian beauty

signed 'Bonifazi' (upper left), inscribed and indistinctly dated 'Roma' (upper right)

oil on panel

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

£1,000 - 1,500

€1,100 - 1,700

4

**Egisto Ferroni (Italian, 1835-1912)**

Ladies holding flowers, a pair

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

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700

5

**John Bagnold Burgess, RA (British, 1830-1897)**

Spanish beauty

signed and dated 'J. B. Burgess./ 1896.' (lower left)

oil on panel

34 x 25cm (13 3/8 x 9 13/16in).

£1,000 - 1,500

€1,100 - 1,700





6



7

6

**Antoine Vollon (French, 1833-1900)**

Still life of fruit and vegetables

signed 'A. Vollon' (upper right)

oil on canvas

24 x 32cm (9 7/16 x 12 5/8in).

£2,000 - 3,000

€2,300 - 3,400

PROVENANCE:

With Pym's Gallery, London

7

**Margaret Olrog Stoddart (New Zealand, 1865-1934)**

Roses from an old New Zealand garden

signed and dated 'M.O. Stoddart/ 1897.' (lower right)

watercolour

53.5 x 77cm (21 1/16 x 30 5/16in).

£2,000 - 3,000

€2,300 - 3,400



8

8  
Alphonse Jules Debaene (19th Century)  
Female nude  
signed and dated 'Debaene/ 1841' (lower left)  
oil on canvas  
35 x 27cm (13 3/4 x 10 5/8in).  
£1,000 - 1,500  
€1,100 - 1,700



9

9  
Continental School, 19th Century  
Young beauty  
oil on canvas  
62 x 69.5cm (24 7/16 x 27 3/8in).  
£1,000 - 1,500  
€1,100 - 1,700





10

10

Emile Eisman-Semenowsky (Polish, 1857-1911)

An Eastern Beauty

signed and inscribed 'Eisman-Semenowsky/Paris' (upper right)

oil on panel

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

£4,000 - 6,000

€4,600 - 6,900



11



12

**11**  
**Jules Dupré (French, 1811-1889)**  
 'Juillet'  
 signed 'Jules Dupré' (lower right) and inscribed as titled (upper left)  
 oil on panel  
 23 x 31cm (9 1/16 x 12 3/16in).  
 £1,500 - 2,000  
 €1,700 - 2,300

PROVENANCE:  
 Gifted by the artist's niece  
 Thence by descent

**12**  
**Attributed to Willem Vester (Dutch, 1824-1895)**  
 River landscape with cattle  
 oil on canvas  
 55.5 x 86cm (21 7/8 x 33 7/8in).  
 £1,000 - 1,500  
 €1,100 - 1,700

PROVENANCE:  
 with Stacy-Marks Ltd.  
 with Frost & Reed





13

13

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

**In the Bernese Oberland**

signed and dated 'B W LEADER 1879' (lower left)

oil on canvas

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

£1,500 - 2,000

€1,700 - 2,300

The present lot is the finished sketch for the R.A. painting of the same title.

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



14



15

14

**John Howard Lyon (British, 1870-1921)**

Winter time

signed 'JH Lyon' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700

15

**Nils Hans Christiansen (Danish, 1850-1922)**

Figures on a frozen lake; Returning home with the setting sun, a pair

both signed 'NH. Christiansen/RA.C' (lower right)

oil on board

each 30.5 x 22.5cm (12 x 8 7/8in). (2)

£1,000 - 1,500

€1,100 - 1,700





16



17

16

Charles Branwhite (British, 1817-1880)

'A Frosty Morning'

signed and inscribed 'no 2 a Frosty Morning/ Charles Branwhite' (on artist's label attached to the frame)

oil on canvas

66 x 102cm (26 x 40 3/16in).

£2,000 - 3,000

€2,300 - 3,400

17

Johannes Bartholomäus Duntze (German, 1823-1895)

Winter scene

signed and dated 'J. Duntze. 1855' (lower right)

oil on canvas

66 x 87cm (26 x 34 1/4in).

£1,500 - 2,000

€1,700 - 2,300

PROVENANCE:

with Frost and Reed

Private Collection



18

**18**  
**Edward John Cobbett (British, 1815-1899)**  
 Little seamstress  
 signed and dated 'E Cobbett 1864' (lower right)  
 oil on canvas  
 61 x 51cm (24 x 20 1/16in).  
 £2,000 - 3,000  
 €2,300 - 3,400



19

**19**  
**Walter Gay (American, 1856-1937)**  
 Woman knitting  
 signed and dated 'Walter Gay/82' (lower right)  
 oil on canvas  
 42 x 39cm (16 9/16 x 15 3/8in).  
 £1,000 - 1,500  
 €1,100 - 1,700





20

20<sup>AR</sup>

**Bernard Pothast (Dutch, 1882-1966)**

The newborn

signed 'BPothast.' (lower right)

oil on canvas

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

£5,000 - 7,000

€5,700 - 8,000



21



22

21  
**Paul Koken (German, born 1853)**  
 Canal scene under snow  
 signed 'Paul Koken' (lower left)  
 oil on canvas  
 63 x 95cm (24 13/16 x 37 3/8in).  
 £1,500 - 2,000  
 €1,700 - 2,300

PROVENANCE:  
 with Frost and Reed  
 Private collection, UK

22  
**Charles Leickert (Dutch, 1816-1907)**  
 Figures along a canal  
 signed and dated 'C Leickert 41' (lower left)  
 oil on canvas  
 30 x 46cm (11 13/16 x 18 1/8in).  
 £1,200 - 1,800  
 €1,400 - 2,100





23

23

**Andrew Shearbom (Dutch, 1832-1880)**

View of a canal in Amsterdam

signed and dated 'Andrew Shearbom 1869.' (lower left)

oil on canvas

60.5 x 91cm (23 13/16 x 35 13/16in).

£3,000 - 5,000

€3,400 - 5,700

PROVENANCE:

with Haynes Fine Art

Private collection, UK



24



25

24<sup>AR</sup>

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

Shipping at dusk

signed 'Désiré Lucas' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700

25

Andreas Achenbach (German, 1815-1910)

Shipping at sunset

signed and dated '1864. /a achenbach' (upper right)

oil on panel

20 x 25.5cm (7 7/8 x 10 1/16in).

£1,000 - 1,500

€1,100 - 1,700





26

26

Meyer Michaelson (German, active 1830-1836)

A fisherman smoking

signed and dated 'Michaelson 1833' (lower right)

oil on canvas

48 x 45.5cm (18 7/8 x 17 15/16in).

£4,000 - 6,000

€4,600 - 6,900

PROVENANCE:

Sale, Sotheby's London, 04 May 1988, lot 143

Private collection, UK



27



28

27

**Julie Gobert (French, active 1837-1848)**

Vessels entering a Boulogne harbour  
signed and dated 'Julie Gobert/1843.' (lower left)

oil on canvas

65 x 81cm (25 9/16 x 31 7/8in).

£1,000 - 1,500

€1,100 - 1,700

28<sup>W</sup>

**Christian (Vigilius) Blache (Danish, 1838-1920)**

Shipping off the Kronborg, Denmark  
signed and dated 'Chr Blache 92' (lower left)

oil on canvas

95.5 x 142.5cm (37 5/8 x 56 1/8in).

£1,000 - 1,500

€1,100 - 1,700





29

29

Herman Mevius (German, 1820-1864)

Naval battle

signed 'H.Mevius' (lower right)

oil on canvas, unframed

79 x 104cm (31 1/8 x 40 15/16in).

£2,000 - 3,000

€2,300 - 3,400



30



32



31

30

**Henri Michel-Levy (French, 1845-1914)**

Taking tea

signed 'Michel Levy' (lower left)

oil on canvas

64.5 x 48cm (25 3/8 x 18 7/8in).

£1,000 - 1,500

€1,100 - 1,700

31

**François Adolphe Grison (French, 1845-1914)**

Late again!

signed 'Grison' (lower left)

oil on board

21.5 x 16cm (8 7/16 x 6 5/16in).

£1,000 - 1,500

€1,100 - 1,700

32

**Robert W. Wright (British, active 1871-1906)**

A difficult task; A case for the lawyers, a pair

one signed and dated 'Rob. W. Wright. 97' (lower right), the other signed 'Rob. W. Wright.' (lower left)

oil on panel

each 20 x 15cm (7 7/8 x 5 7/8in). (2)

£1,200 - 1,800

€1,400 - 2,100



33

33  
Axel Ender (Norwegian, 1853-1920)

At the cottage door  
signed 'Axel Ender' (lower left)  
oil on canvas

77 x 53.7cm (30 5/16 x 21 1/8in).

£3,000 - 5,000

€3,400 - 5,700

34

Axel Ender (Norwegian, 1853-1920)

Motherly love  
signed 'Axel Ender' (lower right)  
oil on canvas

72.5 x 51.7cm (28 9/16 x 20 3/8in).

£2,500 - 3,500

€2,900 - 4,000

35

Thomas Brooks (British, 1818-1891)

At the opera  
bears signature and inscription on artist's label (on the stretcher  
to the reserve)

oil on canvas

53 x 43cm (20 7/8 x 16 15/16in).

£1,000 - 1,500

€1,100 - 1,700



34



35





36

36

Georges Croegaert (Belgian, 1848-1923)

Good news

signed and inscribed 'GEORGES CROEGAERT PARIS' (lower right)

oil on panel

32 x 23cm (12 5/8 x 9 1/16in).

£3,000 - 5,000

€3,400 - 5,700



37

37

**Bernard Louis Borione** (French, born 1865)

A favourite tune

signed 'B Borione' (lower right)

oil on panel

30.5 x 39cm (12 x 15 3/8in).

£1,000 - 1,500

€1,100 - 1,700

PROVENANCE:

with Frost & Reed

with Haynes Fine Art of Broadway

Private Collection, UK

38

**Charles Baptiste Schreiber** (French, 1845-1903)

Cleric playing the flute

signed 'Ch Schreiber' (lower left)

oil on panel

29 x 16.5cm (11 7/16 x 6 1/2in).

£1,000 - 1,500

€1,100 - 1,700



38



39

39<sup>AR</sup>

Victor Guerrier (French, 1893-1968)

Cafe society

signed 'V. Guerrier' (lower right, under slip)

oil on canvas

73 x 100cm (28 3/4 x 39 3/8in).

£3,000 - 5,000

€3,400 - 5,700





40

40  
 Vicente García de Paredes (Spanish, 1845-1903)  
 A recital with Handel  
 signed 'V.de PAREDES' (lower right)  
 oil on canvas  
 65.5 x 97.5cm (25 3/4 x 38 3/8 in)  
 £4,000 - 6,000  
 €4,600 - 6,900



41



42

41  
 Juan Hidalgo Linares Fernandez (Spanish, born 1880)  
 View of Plaza del Cardenal Lluç, Seville  
 signed, inscribed and dated 'F Liger Hidalgo/ Seville 1901' (lower right)  
 oil on canvas  
 46 x 60.5cm (18 1/8 x 23 13/16in).  
 £1,000 - 1,500  
 €1,100 - 1,700

42  
 Attributed to William Havell RWS (British, 1782-1857)  
 View of Venice  
 signed with monogram and dated '18 WH 31' (lower left)  
 oil on canvas  
 30 x 37cm (11 13/16 x 14 9/16in).  
 £1,000 - 1,500  
 €1,100 - 1,700





43

43

Jacques Carabain (Belgian, 1834-1933)

Street scene

signed 'J. Carabain' (lower right)

oil on panel

26.5 x 21cm (10 7/16 x 8 1/4in).

£1,500 - 2,000

€1,700 - 2,300





44

44

Georges Croegaert (Belgian, 1848-1923)

A moment's distraction

signed and inscribed 'GEORGES CROEGAERT PARIS' (lower right)

oil on panel

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

£4,000 - 6,000

€4,600 - 6,900

PROVENANCE:

with Haynes Fine Art

Private collection, UK



45

45

**Georges Croegaert (Belgian, 1848-1923)**

A big treat  
signed and inscribed 'GEORGES CROEGAERT PARIS' (lower left)

oil on panel

21.5 x 16cm (8 7/16 x 6 5/16in).

£3,000 - 5,000

€3,400 - 5,700

PROVENANCE:

with Haynes Fine Art

with MacConnal- Mason & Son Ltd., London

Private collection, UK



46



47

46  
**Hercules Brabazon Brabazon (British, 1821-1906)**  
 Venice  
 watercolour with traces of pencil and heightened with white  
 23.7 x 31.3cm (9 5/16 x 12 5/16in).  
 £1,000 - 1,500  
 €1,100 - 1,700

47  
**George Price Boyce (British, 1826-1897)**  
 The Rialto bridge, Venice  
 signed and dated 'G Boyce 54' (lower right)  
 watercolour  
 20 x 28.5cm (7 7/8 x 11 1/4in).  
 £1,000 - 1,500  
 €1,100 - 1,700





48



49

48

**Alberto Prosdocimi (Italian, 1852-1925)**

The Grand Canal with Santa Maria Della Salute in the distance  
signed 'A Prosdocimi. F.' (lower left)

watercolour

67 x 121cm (26 3/8 x 47 5/8in).

£1,500 - 2,000

€1,700 - 2,300

PROVENANCE:

With Eaton Gallery, St James's, London.

Acquired by the present owner's parents in exchange for a Rolls Royce Corniche.

49

**William Collingwood Smith, RWS (British, 1815-1887)**

The Bacino, Venice

signed 'Collingwood Smith.' (lower left)

watercolour and bodycolour

28 x 51cm (11 x 20 1/16in).

£1,000 - 1,500

€1,100 - 1,700

PROVENANCE:

with Tho<sup>s</sup> Agnews & Sons L<sup>td</sup>, London, no.31808

Private collection, UK



50



50

50

**Alfred Pollentine (British, 1836-1890)**

San Pietro di Castello, Venice; The Giudecca Canal, Venice, a pair

both signed 'APollentine' (lower right), further signed and inscribed with title (on the reverse)

oil on canvas

each 76 x 51cm (29 15/16 x 20 1/16in).(2)

£3,000 - 5,000

€3,400 - 5,700



51



52

51<sup>AR</sup>

**Marc Aldine (French, 1870-1956)**

View of Venice

signed 'Marc Aldine' (lower left)

oil on canvas

27 x 41cm (10 5/8 x 16 1/8in).

£2,000 - 3,000

€2,300 - 3,400

52

**Thomas Hale Sanders (British, active 1880-1906)**

View of Westminster Bridge

signed and dated 'T. Hale-Sanders/ 1900' (lower right)

oil on canvas

56 x 99cm (22 1/16 x 39in).

£1,500 - 2,000

€1,700 - 2,300





53

53<sup>AR</sup>

**Arsene Chabanian (Armenian-French, 1864-1949)**

Moonlit ocean view

signed 'A. Chabanian.' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700



54

54<sup>AR</sup>

**Blanche Augustine Camus (French, 1881-1968)**

Palacio de Generalife, Granada

signed 'Bl. Camus' (lower right)

oil on panel

35 x 26.5cm (13 3/4 x 10 7/16in).

£1,000 - 1,500

€1,100 - 1,700



55



56

55

**Edward Lear (British, 1812-1888)**

Villefranche

inscribed and dated twice 'Villefranche/10.am./15 January 1865' (lower left), colour annotations throughout

pen and ink, watercolour and traces of pencil

22 x 31cm (8 5/8 x 12 1/4in).

£1,500 - 2,000

€1,700 - 2,300

56\*

**Edward Lear (British, 1812-1888)**

Aquila, study of a villa; Landscape sketch

inscribed and dated 'Aquila/14 Oct. 1844' (lower left), each also inscribed with colour notes

pen, ink and wash

each 16 x 45cm (6 5/16 x 17 11/16in).

Together with a charcoal portrait of a boy by Joseph Milner Kite (1862-1946); Boat study by John Wright Oakes (1820-1887); A pencil portrait sketch by George Moore (1852-1933); A pen, ink and wash of Caesar's Palace near Rome by F W Becker (fl.1793-1825); Two costume studies by CR Leslie RA (1794-1859); Hardwick Hall, Derbyshire by follower of Humphrey Repton (1752-1818). (8)

£2,000 - 3,000

€2,300 - 3,400



57



58

57  
**Henry Shirley** (British, 1836-1870)  
 Testing the ice  
 signed 'H SHIRLEY' (lower left)  
 oil on canvas  
 30.5 x 40.5cm (12 x 16in).  
 £1,000 - 1,500  
 €1,100 - 1,700

58<sup>AR</sup>  
**Karl Feiertag** (Austrian, 1874-1944)  
 Best friends  
 signed 'Karl Feiertag' (lower right)  
 oil on canvas  
 53.5 x 59.5cm (21 1/16 x 23 7/16in).  
 £1,500 - 2,000  
 €1,700 - 2,300





59

59

**Augustus Edwin Mulready (British, active 1863-1905)**

**'A Passing Cloud'**

signed 'A.E. Mulready/77' (lower right), also signed, inscribed and dated (verso)

oil on canvas

101.5 x 81.5cm (39 15/16 x 32 1/16in).

**£3,000 - 5,000**

**€3,400 - 5,700**

PROVENANCE:

With Christie of Broadway.

Sale, Sotheby's Belgravia, 10 July 1973, lot 83.



60



61



62

60

**Bradford Rudge (British, 1805-1885)**

View of Cambridge

signed 'Rudge Bradford' (lower right)

watercolour

26 x 39.5cm (10 1/4 x 15 9/16in).

£1,000 - 1,500

€1,100 - 1,700

61

**David Cox Snr. O.W.S. (British, 1783-1859)**

Going to market

signed and dated 'D Cox/1829' (lower left)

watercolour with scratching out

20 x 29.5cm (7 7/8 x 11 5/8in).

£1,000 - 1,500

€1,100 - 1,700

PROVENANCE:

with Walker's Galleries, London

C.W. Dyson Perrins

with F.R. Meatyard, Margate

62

**Walter Wallor Caffyn (British, 1845-1898)**

'Windmill Inn, Ewhurst Hill, Surrey'

signed and dated 'W W Caffyn/1877' (lower right)

oil on canvas

30.5 x 46.5cm (12 x 18 5/16in).

£800 - 1,200

€920 - 1,400



63



64

63

George Arthur Fripp, RWS (British, 1813-1896)

"Weybridge"

signed, dated and inscribed 'Weybridge, George A Fripp 1865' (lower left)

watercolour heightened with bodycolour

34 x 49cm (13 3/8 x 19 5/16in).

£1,000 - 1,500

€1,100 - 1,700

PROVENANCE:

with Thomas Agnews & Sons

with N.Mitchell Fine Art Gallery, London

64

Thomas Sautelle Roberts (Irish, 1760-1826)

Landscape with figures in a path

watercolour

41 x 51.5cm (16 1/8 x 20 1/4in).

£1,000 - 1,500

€1,100 - 1,700





65



66

65

**James Webb (British, 1825-1895)**

View of Heene, Sussex, with church and mill  
signed, inscribed and dated 1881 (lower left)

oil on canvas

70.5 x 91cm (27 3/4 x 35 13/16in).

£2,000 - 3,000

€2,300 - 3,400

66

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

Kempsey Common, Worcestershire  
signed and dated 'B. W. Leader. 1903' (lower left)

oil on canvas

31 x 51cm (12 3/16 x 20 1/16in).

£1,000 - 1,500

€1,100 - 1,700

PROVENANCE:

With Cooling Galleries, London



67

67<sup>W</sup>

**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).

£4,000 - 6,000

€4,600 - 6,900

**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.



68



69

**68**  
**Francesco Bergamini (Italian, 1815-1883)**  
 The fair conspirator  
 signed and inscribed 'FBergamini/Roma' (lower right)  
 oil on canvas  
 44.5 x 67.5cm (17 1/2 x 26 9/16in).  
 £1,500 - 2,000  
 €1,700 - 2,300

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

**69**  
**Alois Binder (German, born 1857)**  
 Cavaliers merrymaking  
 signed, inscribed and dated 'A. Binder./ Munchen./ 1887.' (lower right)  
 oil on canvas  
 52.5 x 73cm (20 11/16 x 28 3/4in).  
 £1,200 - 1,800  
 €1,400 - 2,100

PROVENANCE:  
 with Haynes Fine Art of Broadway  
 Private collection, UK





70

70  
 József Rippl-Rónai (Hungarian, 1861-1927)  
 The sermon  
 signed 'Rónai' (lower right)  
 oil on canvas  
 53 x 67.5cm (20 7/8 x 26 9/16in).  
 £3,000 - 5,000  
 €3,400 - 5,700



71



72

71

**Charles Edward Wilson (British, 1854-1941)**

Young girl on a rural path

signed 'C. E. WILSON-' (lower left)

watercolour

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

£1,200 - 1,800

€1,400 - 2,100

72

**Henry James Johnstone (British, 1835-1907)**

Springtime

signed 'J.H. Johnstone' (lower right)

watercolour

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

£1,000 - 1,500

€1,100 - 1,700



73

73

**Tom Lloyd (British, 1849-1910)**

A summer picnic beside a river  
signed and dated 'Tom Lloyd 1895' (lower right)  
watercolour

39.5 x 90cm (15 9/16 x 35 7/16in).

£3,000 - 5,000

€3,400 - 5,700

74

**Helen Allingham, RWS (British, 1848-1926)**

Study of chickens; Study of trees, a pair  
watercolour

each 17 x 13.5cm (6 11/16 x 5 5/16in).(2)

£1,000 - 1,500

€1,100 - 1,700



74





75



75

75

**Alfred Augustus Glendening (British, 1840-1921)**

A view of Corfell, near Cambridge; A view of Barrington near

Cambridge, a pair

each signed and dated 'A.A.GLENDENING.97.' (one lower right, the other lower left)

oil on canvas

each 26 x 41cm (10 1/4 x 16 1/8in).(2)

£2,000 - 3,000

€2,300 - 3,400



76

76

Sidney Richard Percy (British, 1821-1886)

Highland cattle

signed 'S R Percy' (lower left)

oil on canvas

23 x 38.5cm (9 1/16 x 15 3/16in).

£2,000 - 3,000

€2,300 - 3,400

PROVENANCE:

with Haynes Fine Art

Private collection, UK



77



78

77<sup>W</sup>

**Lilian Cheviot (British, active 1894-1930)**

*Morning in the Highlands*

signed 'Lilian Cheviot' (lower right) and bears inscription on old label  
(attached to stretcher, on the reverse)

oil on canvas

127.5 x 102cm (50 3/16 x 40 3/16in).

£1,000 - 1,500

€1,100 - 1,700

78

**Edward Armfield (British, 1817-1896)**

*'They won't be happy till they get it'*

signed 'E Armfield' (lower left), also signed and inscribed with title (on  
the stretcher verso)

oil on canvas

91.5 x 71cm (36 x 28in).

£1,000 - 1,500

€1,100 - 1,700





79



80

79  
 Attributed to Horatio Henry Couldery (British, 1832-1893)  
 A happy family  
 bears monogram (lower right)  
 oil on canvas  
 32.5 x 45.5cm (12 13/16 x 17 15/16in).  
 £1,800 - 2,500  
 €2,100 - 2,900

80  
 William Huggins (British, 1820-1884)  
 Tortoiseshell cats  
 oil on panel  
 36.5 x 47.5cm (14 3/8 x 18 11/16in).  
 £1,000 - 1,500  
 €1,100 - 1,700



81

81

**Walter Harrowing (British, active 1877-1904)**

Still life of game

signed and dated 'Walter Harrowing/ 1876' (lower left)

oil on panel

58.5 x 82.5cm (23 1/16 x 32 1/2in).

£1,000 - 1,500

€1,100 - 1,700



82

82

**Robert Cleminson (British, active 1865-1868)**

The day's bag

signed 'R. Cleminson' (lower left)

oil on canvas

71 x 91cm (28 x 35 3/4in).

£800 - 1,200

€920 - 1,400



83

83

**Sir John Everett Millais, PRA (British, 1829-1896)**

Study of a dog; Figures shooting rooks

one signed with initials 'JEM' (lower right)

pencil

one 16 x 19cm (6 5/16 x 7 1/2in), the other 24 x 16.5cm (9 7/16 x 6 1/2in). (2)

£1,000 - 1,500

€1,100 - 1,700

PROVENANCE:

Lady Thomson

The above works were drawn by Millais in 1846 for a sketchbook belonging to Mr. Drury of Shotover Park near Oxford. Millais first visited Mr Drury in 1846 and soon became a great favourite of his. Millais's half-brother William Millais commented of Mr Drury

'My brother often went to stay at Shotover Park, and on one occasion I was invited there too for a fortnight. There was no one with Mr Drury in the huge mansion except his niece, and we boys had the run of the place to our hearts content, fishing and shooting wherever we liked.'

J. G. Millais, 'The Life and Letters of Sir John Everett Millais', Methuen, 1899, Vol 1, p.37.



84

84<sup>W</sup>

**Briton Riviere, RA (British, 1840-1920)**

*To the hills*

signed with monogram and dated '1901.4' (lower left), signed and inscribed with title on artist's label (on reverse)

oil on canvas

112 x 163cm (44 1/8 x 64 3/16in).

£6,000 - 8,000

€6,900 - 9,200

PROVENANCE:

with M. Newman, London

Sale, Bonhams London, 26 March 2002, lot 101

Private collection, UK

EXHIBITED:

London, Royal Academy, 1901, No. 179





85

85

**Edmund George Warren (British, 1834-1909)**

The rainbow

signed and dated 'EdmundGWarren.1860.' (lower right)

watercolour and gouache

40.5 x 34.5cm (16 x 13 5/8in).

£1,500 - 2,000

€1,700 - 2,300



86

86

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

Cattle in a pasture

signed and dated 'T. Sidney Cooper RA/ 1892' (lower right)

watercolour

58 x 43.5cm (22 13/16 x 17 1/8in).

£2,000 - 3,000

€2,300 - 3,400



87



88

87<sup>AR</sup>

George Edward Lodge (British, 1860-1954)

Ptarmigan in snow; Partridge in flight; Grouse in flight, a set of three all signed 'G. E. Lodge' (one lower right, two lower left)

gouache

each 28.5 x 43.5cm (11 1/4 x 17 1/8 in). (3)

£2,000 - 3,000

€2,300 - 3,400

88<sup>AR</sup>

George Edward Lodge (British, 1860-1954)

Peregrine Falcon; Sparrowhawk and Chaffinch, a set of two both signed 'G. E. Lodge' (lower right)

gouache

one 24 x 35.5cm (9 7/16 x 14in), the other 26.5 x 35.4cm (10 7/16 x 13 15/16in). (2)

£1,000 - 1,500

€1,100 - 1,700



89



90

89

**Arthur Gilbert (British, 1819-1895)**

Evening on the Thames

signed and dated 'A. Gilbert/ 1859' (lower right)

oil on canvas

23 x 36cm (9 1/16 x 14 3/16in).

£1,000 - 1,500

€1,100 - 1,700

90

**Frank Bramley, R.A. (British, 1857-1915)**

Carting bracken, Grasmere

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700

PROVENANCE:

With Pym's Gallery





91



92

**91**  
**Henry Jutsum (British, 1816-1869)**  
 Sheltering among the wheat stooks  
 signed and dated 'Henry Jutsum 1856' (lower right)  
 oil on canvas  
 40 x 73.5cm (15 3/4 x 28 15/16in).  
 £1,500 - 2,000  
 €1,700 - 2,300

**92**  
**Henry Jutsum (British, 1816-1869)**  
 Cows being driven across a bridge  
 signed and dated 'Henry Jutsum/1859' (lower left)  
 oil on canvas  
 28.5 x 38.5cm (11 1/4 x 15 3/16in).  
 £1,000 - 1,500  
 €1,100 - 1,700

PROVENANCE:  
 with Frost & Reed  
 with Haynes Fine Art of Broadway  
 Private collection, UK



93

93

**Marie Spartali Stillman (British, 1844-1927)**

View of Kelmscott Manor

watercolour and bodycolour laid on panel

18.5 x 31cm (7 5/16 x 12 3/16in).

£2,000 - 3,000

€2,300 - 3,400

94<sup>AR</sup>

**Eleanor Fortescue-Brickdale (British, 1871-1945)**

With goodly greenish locks, all loose 'untied'

signed with initials 'EFB' (lower right)

watercolour

33 x 24.5cm (13 x 9 5/8in).

£4,000 - 6,000

€4,600 - 6,900

The present lot is an illustration for the poem 'Prothalamion' by Edmund Spenser (1552-1599).

LITERATURE:

Illustrated in colour by Eleanor Fortescue Brickdale, *The Book of Old English Songs & Ballads*, text printed in Great Britain by T. and A.

Constable, printers to His Majesty, Edinburgh; illustrations printed by Henry Stone and Son, Ltd., Banbury, 1915, p.119-125, illus. p.121.









95



96

95

**Riccardo Meacci (Italian, 1856-1938)**

The marriage ceremony

signed 'R. MEACCI' (lower left of middle panel)

pen and ink and watercolour heightened with white and gold, triptych

16.5 x 40cm (6 1/2 x 15 3/4in) overall

£2,000 - 3,000

€2,300 - 3,400

96

**Arthur Rackham (British, 1867-1939)**

A fairy

signed with initials 'AR' (lower right)

pen and ink and watercolour

12.5 x 9cm (4 15/16 x 3 9/16in).

£1,000 - 1,500

€1,100 - 1,700



97

97<sup>W</sup>

**Sir William Blake Richmond, RA (British, 1842-1921)**

**A Pastoral - A Memory of the Valley of Sparta**

oil on canvas

90 x 150cm (35 7/16 x 59 1/16in).

£5,000 - 7,000

€5,700 - 8,000

**PROVENANCE:**

Sale, Christie's, London, 20 April 1907, lot 81

Sale, Sotheby's, Castle Howard, Yorkshire, 11 November 1991, lot 602

Sale, Christie's, London, 13 November, 1992, lot 141

Private collection, UK

**EXHIBITED:**

London, Grosvenor Gallery, 1886, no. 168

London, New Gallery, *The works of Sir William Blake Richmond*, Winter

1900-1901, no. 190, as *The Valley of the Eurotas*

**LITERATURE:**

Simon Reynolds, *William Blake Richmond, An artist's Life 1842-1921*,

Wilby, 1995, p.163





98



100



99

98

**Alexander Hohenlohe Burr (British, 1835-1899)**

The butterfly

signed 'AH Burr' (lower right), inscribed with artist's name and address  
(on artist's label verso)

oil on canvas

77 x 53cm (30 5/16 x 20 7/8in).

£1,000 - 1,500

€1,100 - 1,700

99

**Graciano Mendilaharsu (Argentinian, 1857-1894)**

The goose boy

signed 'G Mendilaharsu' (lower right)

oil on panel

33 x 23.5cm (13 x 9 1/4in).

£1,000 - 1,500

€1,100 - 1,700

100

**William Hemsley (British, 1819-1893)**

A Finger in the pie; Bob-Cherry, a pair

one signed 'WM Hemsley' (lower left)

oil on panel

each 20 x 16.5cm (7 7/8 x 6 1/2in).(2)

£1,000 - 1,500

€1,100 - 1,700





101

101

Albert Chevallier Tayler, RBC (British, 1862-1925)

Fireside conversation

signed and dated 'A. Chevallier Tayler. 98' (lower right)

oil on canvas

55 x 91.5cm (21 5/8 x 36in).

£6,000 - 9,000

€6,900 - 10,000



102



103

**102**  
**John Frederick Herring, Jr. (British, 1815-1907)**  
**Deacon & Co Carriers**  
 oil on canvas  
 55.5 x 76.5cm (21 7/8 x 30 1/8in).  
 £2,000 - 3,000  
 €2,300 - 3,400

**103**  
**English School, 19th Century**  
**The hunt**  
 oil on canvas  
 86 x 110cm (33 7/8 x 43 5/16in).  
 £1,000 - 1,500  
 €1,100 - 1,700

**PROVENANCE:**  
 Sir Edward and Lady Curre of Itton Court, Monmouthshire  
 Sale, Bruton Knowles, Gloucester, The Itton Estate Sale, 31 May 1957,  
 lot 1057  
 Acquired directly from the above by the present owner



104



104

104<sup>AR</sup>

**Raoul Millais (British, 1901-1999)**

Stallions and mares; Mares and foals, a pair  
both signed 'Raoul Millais' (lower right)

oil on canvas

each 51 x 61cm (20 1/16 x 24in). (2)

£2,000 - 3,000

€2,300 - 3,400





105



106

105

**William Joseph Shayer (British, 1811-1891)**

A set of five hunting scenes

two signed 'Wm Shayer' (lower left)

oil on panel

four 10 x 13.5cm (3 15/16 x 5 5/16in), one 16 x 13.5cm (6 5/16 x 5 5/16in).(5)

£1,500 - 2,000

€1,700 - 2,300

106

**Georg Hans Buttner (German, 1850-1891)**

A chat by the wayside; A rest by the wayside

a pair, both signed, inscribed and dated 'HBüttner 1876 München' (one lower left, the other lower right)

oil on panel

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

£1,000 - 1,500

€1,100 - 1,700



107



108

107

**E J Keeling (British, active 1856-1873)**  
Horseman with his hounds in a landscape  
signed 'E. J. Keeling' (lower right)  
oil on canvas  
46 x 60cm (18 1/8 x 23 5/8in).  
£2,000 - 3,000  
€2,300 - 3,400

108

**John Frederick Herring, Jnr. (British, 1815-1907)**  
Horse in a landscape  
signed 'J.F. Herring' (lower left)  
oil on canvas  
26 x 38cm (10 1/4 x 14 15/16in).  
£1,500 - 2,000  
€1,700 - 2,300



109



110



111

109

George Goodwin Kilburne, RI, RBA (British, 1839-1924)

A warm welcome home

signed 'G. G. KILBURN' (lower right), watercolour

35.5 x 51.5cm (14 x 20 1/4in).

£1,000 - 1,500

€1,100 - 1,700

110

George Goodwin Kilburne, RI, RBA (British, 1839-1924)

The huntsmans proposal

signed 'G.G.Kilburne' (lower left)

watercolour

35 x 52cm (13 3/4 x 20 1/2in).

£1,000 - 1,500

€1,100 - 1,700

111

Durando Togo Richard (Argentinian, born 1910)

The washer woman

signed 'D.T. Richard' (lower right)

oil on canvas

59.5 x 81.5cm (23 7/16 x 32 1/16in).

£1,000 - 1,500

€1,100 - 1,700





112

112  
 Francis Philip Stephanoff (British, 1788-1860)  
 Merrymaking  
 signed 'F.P. Stephanoff' (lower left)  
 oil on canvas  
 75.5 x 106cm (29 3/4 x 41 3/4in).  
 £3,000 - 5,000  
 €3,400 - 5,700



113



114



115

113

**Jacques-Laurent Agasse (Swiss, 1767-1849)**

*A visit to the farm*

oil on panel

30 x 35cm (11 13/16 x 13 3/4in).

£2,000 - 3,000

€2,300 - 3,400

114

**Alexander Ignatius Roche, RSA (British, 1861-1921)**

*The crofter's steading*

signed 'Alexander Roche' (lower right)

oil on panel

37.5 x 45.5cm (14 3/4 x 17 15/16in).

£1,000 - 1,500

€1,100 - 1,700

115

**Thomas Falcon Marshall (British, 1818-1878)**

*Field hands at rest*

signed and dated 'T.F.Marshall 1855' (lower left)

oil on canvas

45 x 63cm (17 11/16 x 24 13/16in).

£1,500 - 2,000

€1,700 - 2,300



116

**116**  
**Alfredo Vaccari (Italian, 1877-1933)**  
 Pascolo Apuano  
 signed 'A. Vaccari' and indistinctly dated '-922' (lower left)  
 oil on canvas  
 65 x 84cm (25 9/16 x 33 1/16in).  
 £2,000 - 3,000  
 €2,300 - 3,400

**117**  
**James Fraser Taylor (British, active 1880-1913)**  
 Gathering potatoes  
 signed and dated 'J. Fraser Taylor/1882' (lower left)  
 oil on canvas  
 61 x 96.5cm (24 x 38in).  
 £1,200 - 1,800  
 €1,400 - 2,100



117

**118**  
**Harry Fidler (British, 1856-1935)**  
 "Ginger Beer Sold Here!"; "His Favourite Flowers", a pair  
 both signed 'FIDLER' on the reverse, both titled on the  
 stretcher  
 oil on canvas  
 each 27 x 31cm (10 5/8 x 12 3/16in). (2)  
 £1,000 - 1,500  
 €1,100 - 1,700



118





119  
Édouard Darviot (French, 1859-1921)  
The young cricketer  
signed 'EDarviot' (lower left)  
oil on canvas  
78 x 46cm (30 11/16 x 18 1/8in).  
£2,000 - 3,000  
€2,300 - 3,400



120

120  
**William Mouat Loudan (British, 1868-1925)**  
 Collecting eggs  
 signed and dated 'W. Mouat Loudan/ IXXI' (lower right)  
 oil on canvas  
 112 x 86.3cm (44 1/8 x 34in).  
 £2,000 - 3,000  
 €2,300 - 3,400

121  
**Eden Upton Eddis (British, 1812-1901)**  
 Portrait of Travers Buxton Jr.  
 signed, dated and indistinctly inscribed 'Travers Buxton Junr at 6 (?)/by  
 E.U. Eddis/Xmas 1871' (on artist's label attached to the reverse)  
 oil on canvas  
 86 x 67cm (33 7/8 x 26 3/8in).  
 £1,000 - 1,500  
 €1,100 - 1,700



121



122



124



123

122<sup>AR</sup>

**George Owen Wynne Apperley (British, 1884-1960)**

Portrait of a woman in a white shirt  
signed and dated 'APPERLEY '45' (lower left)

oil on canvas

54.5 x 44.5cm (21 7/16 x 17 1/2in).

£2,000 - 3,000

€2,300 - 3,400

123

**Gertrude des Clayes (Canadian, 1879-1949)**

Portrait of a man in black costume

oil on canvas

91 x 71cm (35 13/16 x 27 15/16in).

£1,000 - 1,500

€1,100 - 1,700

124

**Alfred Seifert (Czechoslovakian, 1850-1901)**

Sweet sixteen

signed 'A. Seifert' (lower right)

oil on panel

28 x 22cm (11 x 8 11/16in).

£1,000 - 1,500

€1,100 - 1,700





125

125  
**Frederick George Swaish** (British, ?-1931)  
 Portrait of a woman in black  
 oil on canvas  
 61.5 x 50.5cm (24 3/16 x 19 7/8in).  
 £1,000 - 1,500  
 €1,100 - 1,700



126

126  
**Continental School, 19th Century**  
 Portrait of a young woman  
 oil on canvas  
 47 x 36.5cm (18 1/2 x 14 3/8in).  
 £1,000 - 1,500  
 €1,100 - 1,700



127

127  
**Lionel Noël Royer** (French, 1852-1926)  
 At the piano  
 signed 'Lionel Royer' (lower right)  
 oil on panel  
 35.5 x 27cm (14 x 10 5/8in).  
 Together with another work by the same hand. (2)  
 £1,500 - 2,000  
 €1,700 - 2,300



128



129



129

128

**John Wright Oakes (British, 1820-1887)**

Hazy morning at Heysham

signed 'JWOakes' (lower left)

oil on canvas

76 x 103cm (29 15/16 x 40 9/16in).

£1,200 - 1,800

€1,400 - 2,100

129

**Robert Ernest Roe (British, active 1860-1900)**

Shipping off Scarborough; Ship in distress off Whitby, a pair

both signed 'R.E. Roe' (lower left)

watercolour with traces of pencil

each 34 x 69cm (13 3/8 x 27 1/8in). (2)

£1,000 - 1,500

€1,100 - 1,700



130



131

130

**John Brett, ARA (British, 1831-1902)**

The sky and the sea

signed with initials and dated 'JB 96' (lower right)

oil on board

15 x 25.5cm (5 7/8 x 10 1/16in).

£2,000 - 3,000

€2,300 - 3,400

PROVENANCE:

With Pym's Gallery, London

131

**Attributed to Joseph Henderson, RSW (British, 1832-1908)**

'The Little Cumbrae from Ayrshire'

inscribed with title (on old label verso)

oil on canvas

46 x 76cm (18 1/8 x 29 15/16in).

£1,500 - 2,000

€1,700 - 2,300





132



133



134

132

**John White (British, 1851-1933)**

A view of Clovelly

signed 'J White R.I.' (lower left)

watercolour

50 x 77cm (19 11/16 x 30 5/16in).

£2,000 - 3,000

€2,300 - 3,400

133

**Alfred Vickers Snr. (British, 1786-1868)**

St Catherine Point

signed and dated 'A Vickers/1864' (lower left)

oil on canvas

30.5 x 51cm (12 x 20 1/16in).

£1,000 - 1,500

€1,100 - 1,700

134

**Hilda Fearon (British, 1878-1917)**

The harbour at St. Ives

signed and indistinctly dated 'Hilda Fearon 190?'

(lower right)

oil on panel

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

with portrait of a boy (on the reverse)

£800 - 1,200

€920 - 1,400



135

135

**Thomas Luny (British, 1759-1837)**

St Michael's Mount, Cornwall

signed and dated 'Luny1830' (lower left)

oil on panel

37.8 x 51cm (14 7/8 x 20 1/16in).

£2,500 - 3,500

€2,900 - 4,000

PROVENANCE:

with The Parker Gallery, London

Private collection, UK



136



137

136  
**Albert Ludovici, Jr. (British, 1852-1932)**  
 Views of Hyde Park Corner, a pair  
 both signed 'Ludovici' (lower left)  
 watercolour  
 each 25 x 36.5cm (9 13/16 x 14 3/8in). (2)  
 £1,500 - 2,000  
 €1,700 - 2,300

137<sup>AR</sup>  
**Walter Linsley Meegan (British, 1859-1944)**  
 Moonlit path  
 signed 'W Meegan' (lower right)  
 oil on canvas  
 35.5 x 46cm (14 x 18 1/8in).  
 £1,000 - 1,500  
 €1,100 - 1,700





138

138

Louise J. Rayner (British, 1832-1924)

A view of old Edinburgh

signed 'Louise Rayner' (lower right)

watercolour with bodycolour

32.5 x 23cm (12 13/16 x 9 1/16in)

£3,000 - 5,000

€3,400 - 5,700



139



140



Figure 1. A Picnic, 1857, O'Neil, Henry Nelson / Private Collection / Photo © Christie's Images / The Bridgeman Art Library

139

**Henry Nelson O'Neil, ARA (British, 1817-1880)**

Girl with blue bow and black bonnet

inscribed in pencil 'Henry O'Neil' and dated 'Octr. 17. 1856'

(on reverse of backing board)

oil on board, tondo

diameter 10cm (4 inches)

£1,000 - 1,500

€1,100 - 1,700

The present lot is a study for the girl in the centre of O'Neil's 1857 RA exhibit titled 'A Pic-Nic' which sold at Sotheby's New York, 19th Century Paintings, 24 October 2006, lot 212 for \$470,000 (see Figure 1).

140

**William James Grant (British, 1829-1866)**

The bridge of sighs

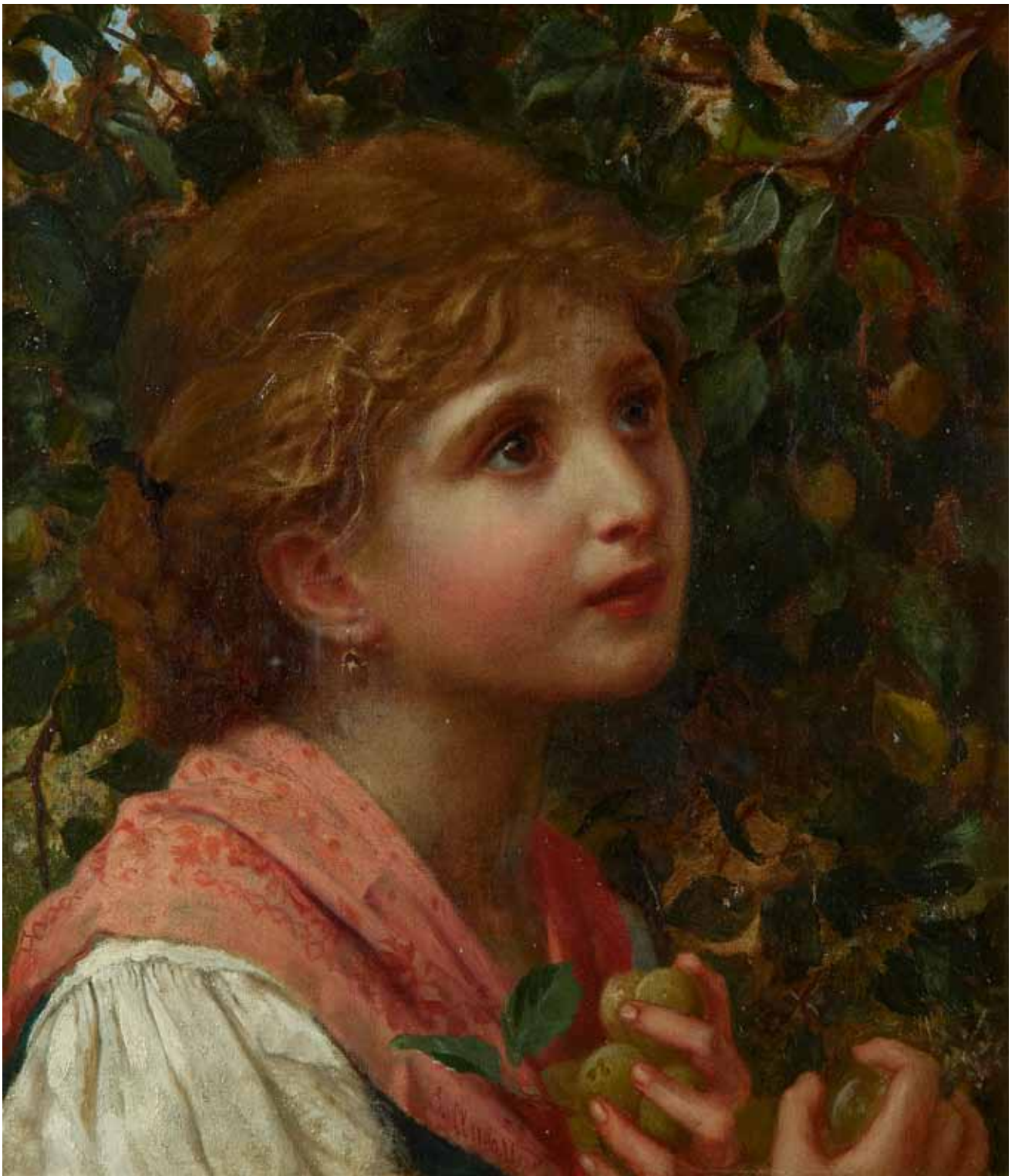
oil on panel, tondo

13cm (5 1/8in) diameter

£1,000 - 1,500

€1,100 - 1,700





141

141

Sophie Anderson (British, 1823-1903)

Embarrassed with riches

signed 'S.Anderson' (lower centre)

oil on canvas

35.5 x 30.5cm (14 x 12in).

£4,000 - 6,000

€4,600 - 6,900





142

142

**George Percy R. E. Jacomb-Hood (British, 1857-1929)**

Mrs Walter Frith

signed and dated 'GP Jacomb-Hood 1904' (lower right)

oil on canvas

123 x 78cm (48 7/16 x 30 11/16in)

£3,000 - 5,000

€3,400 - 5,700

EXHIBITED:

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

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

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



143

143

**Talbot Hughes, ROI, PS (British, 1869-1942)**

Sweet dainties

signed and dated 'Talbot Hughes 1907' (lower right)

pencil and colour crayon

31.5 x 25cm (12 3/8 x 9 13/16in).

together with two other works by the same hand, all signed and dated and of same size. (3)

£1,500 - 2,000

€1,700 - 2,300

144

**Paul César Helleu (French, 1859-1927)**

Head studies

signed 'Helleu' (lower left)

pencil and colour chalks

23.5 x 33.5cm (9 1/4 x 13 3/16in).

£1,000 - 1,500

€1,100 - 1,700

This drawing dates circa 1827 and the little girl is his daughter, Ellen. The work will be included in the Helleu catalogue raisonné.

We are grateful to Frédérique de Watrigant for his assistance in cataloguing this lot.

145

**Ernest T. Rosen (American, 1877-1926)**

Woman in repose

signed 'Ernest-T-Rosen' (lower right)

oil on board

64.5 x 81cm (25 3/8 x 31 7/8in).

£1,000 - 1,500

€1,100 - 1,700

146

**Marie Augustin Zwiller (French, 1850-1939)**

Bedtime reading

signed 'A. ZWILLER' (lower right)

oil on canvas

72.5 x 100cm (28 9/16 x 39 3/8in).

£2,000 - 3,000

€2,300 - 3,400



144



145



146



147



147

147<sup>AR</sup>  
 Erté (Romain de Tiroff) (Russian, 1892-1990)  
 Amor Passion, a pair  
 both signed 'Erté' (lower right)  
 gouache with traces of pencil  
 each 36.5 x 26.5cm (14 3/8 x 10 7/16in). (2)  
 £2,000 - 3,000  
 €2,300 - 3,400





148

148<sup>AR</sup>

**Erté (Romain de Tiroff) (Russian, 1892-1990)**

The wedding dress

signed 'Erté' (lower right) and indistinctly inscribed in ink (upper right)  
gouache with traces of pencil

35.4 x 26.7cm (13 15/16 x 10 1/2in).

£1,000 - 1,500

€1,100 - 1,700

149<sup>AR</sup>

**Erté (Romain de Tiroff) (Russian, 1892-1990)**

La Parisienne

signed 'Erté' (lower right)

gouache with traces of pencil

34.5 x 26.5cm (13 9/16 x 10 7/16in).

£1,000 - 1,500

€1,100 - 1,700

150<sup>AR</sup>

**Erté (Romain de Tiroff) (Russian, 1892-1990)**

La Brésilienne

signed 'Erté' (lower right)

gouache with traces of pencil and some ink

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

£800 - 1,200

€920 - 1,400



149



150



151



152

151<sup>AR</sup>

Constantin Aleksandrovich Westchiloff (Russian, 1877-1945)

'Capri'

signed in Latin (lower right) and inscribed 'Capri' (lower left)

oil on canvas

60 x 73cm (23 5/8 x 28 3/4in).

£3,000 - 5,000

€3,400 - 5,700

PROVENANCE:

Private collection, England

152

Oscar Ricciardi (Italian, 1864-1935)

Amalfi coast

signed and inscribed 'Costiera di Amalfi-Ricciardi' (lower right)

oil on canvas

50 x 67cm (19 11/16 x 26 3/8in).

unframed

£1,000 - 1,500

€1,100 - 1,700



153

153<sup>AR</sup>

Constantin Aleksandrovich Westchiloff (Russian, 1877-1945)

'Capri'

signed in Latin (lower left) and inscribed as titled (lower right)

gouache on paper

42 x 57cm (16 9/16 x 22 7/16in).

£4,000 - 6,000

€4,600 - 6,900

The Metropolitan Museum of Art houses an oil of the same subject from the Robert Lehman collection.





154



155

154\* AR

Antoine Blanchard (French, 1910-1988)

Rue Tranchet, Le Madeleine, Paris  
signed 'Antoine Blanchard.' (lower left)

oil on canvas

36 x 56cm (14 3/16 x 22 1/16in).

£2,500 - 3,500

€2,900 - 4,000

155AR

N Beraud (20th Century)

Parisian street scene  
signed 'N. Beraud' (lower right)

oil on canvas

27 x 41cm (10 5/8 x 16 1/8in).

£2,000 - 3,000

€2,300 - 3,400



156

156<sup>AR</sup>

**Antoine Blanchard (French, 1910-1988)**

A wet evening in Paris

signed 'Antoine Blanchard' (lower right)

oil on canvas

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

£6,000 - 8,000

€6,900 - 9,200

PROVENANCE:

with Stacy-Marks

Private collection, UK

**End of Sale**

The next sale of British and European Pictures  
will take place on 26 November 2013.



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## NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

#### *The Seller’s responsibility to you*

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

#### *Bonhams’ responsibility to you*

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal).

*Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere.

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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 <i>Hammer Price</i>
20% from £25,001 of the <i>Hammer Price</i>
12% from £500,001 of the <i>Hammer Price</i>

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](mailto: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, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements

### Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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 Kutichinsky

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

#### 2. A diamond brooch, signed Kutichinsky

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 Kutichinsky

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](http://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](mailto: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.



<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	<b>10.3</b>	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 c/o <i>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> ,		
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> ;	10.5	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.
8.1.4	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;	10.6	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.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;			10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold 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.	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.	10.12	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.
8.2	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.	<b>10</b>	<b>MISCELLANEOUS</b>	<b>11</b>	<b>GOVERNING LAW</b>
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*.

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	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;			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> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	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	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and Expenses 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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>OUR LIABILITY</b>
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	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	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> .	<b>9</b>	<b>FORGERIES</b>	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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		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](http://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](mailto: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](http://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."

# Bonhams Specialist Departments

## 19th Century Paintings

UK  
Charles O' Brien  
+44 20 7468 8360  
U.S.A.  
Madalina Lazen  
+1 212 644 9108

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Greer Adams  
+61 2 8412 2222

## African and Oceanic Art

UK  
Philip Keith  
+44 2920 727 980  
U.S.A.  
Fred Baklar  
+1 323 436 5416

## American Paintings

Alan Fausel  
+1 212 644 9039

## Antiquities

Madeleine Perridge  
+44 20 7468 8226

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UK  
David Williams  
+44 20 7393 3807  
U.S.A.  
Paul Carella  
+1 415 503 3360

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Harvey Cammell  
+44 (0) 20 7468 8340

## Art Nouveau & Decorative Art & Design

UK  
Mark Oliver  
+44 20 7393 3856  
U.S.A.  
Frank Maraschiello  
+1 212 644 9059

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Litsa Veldeks  
+61 2 8412 2222

## Australian Colonial Furniture and Australiana

James Hendy  
+61 2 8412 2222

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+44 20 7393 3817  
U.S.A.  
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+1 212 644 9094

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UK  
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+44 20 7468 8383  
U.S.A.  
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+1 415 503 3343

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UK  
John Sandon  
+44 20 7468 8244  
U.S.A.  
Peter Scott  
+1 415 503 3326

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+1 323 436 5425

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UK  
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+44 8700 27361  
U.S.A.  
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+1 415 503 3392

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UK  
Asaph Hyman  
+44 20 7468 5888  
U.S.A.  
Dessa Goddard  
+1 415 503 3333  
HONG KONG  
Julian King  
+852 2918 4321

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UK  
James Stratton  
+44 20 7468 8364  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530

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UK  
John Millensted  
+44 20 7393 3914  
U.S.A.  
Paul Song  
+1 323 436 5455

## Contemporary Art

UK  
Gareth Williams  
+44 20 7468 5879  
U.S.A.  
Jeremy Goldsmith  
+1 917 206 1656

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+44 1564 732969

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Stephanie Connell  
+44 20 7393 3844  
U.S.A.  
Catherine Williamson  
+1 323 436 5442

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+1 415 503 3294

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Dan Davies  
+44 1244 353118

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UK  
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+44 20 7468 8221  
U.S.A.  
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+1 415 503 3413

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Kevin Mcgimpsey  
+44 1244 353123

## Irish Art

Penny Day  
+44 20 7468 8366

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UK  
Deborah Allan  
+44 20 7468 8276  
U.S.A.  
Tanya Wells  
+1 917 206 1685

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Alice Bailey  
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UK  
Suzannah Yip  
+44 20 7468 8368  
U.S.A.  
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+1 212 461 6516

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UK  
Jean Ghika  
+44 20 7468 8282  
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Susan Abeles  
+1 212 461 6525  
AUSTRALIA  
Patti Sedgwick  
+61 2 8412 2222

## Marine Art

UK  
Veronique Scorer  
+44 20 7393 3962  
U.S.A.  
Gregg Dietrich  
+1 917 206 1697

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Jon Baddeley  
+44 20 7393 3872

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U.S.A.  
Alexis Chompaisal  
+1 323 436 5469

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Gareth Williams  
+44 20 7468 5879

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

## Motor Cars

UK  
Tim Schofield  
+44 20 7468 5804  
U.S.A.  
Mark Osborne  
+1 415 503 3353  
EUROPE  
Philip Kantor  
+32 476 879 471  
AUSTRALIA  
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+61 2 8412 2232  
Automobilia  
UK  
Toby Wilson  
+44 8700 273 619  
U.S.A.  
Kurt Forry  
+1 415 391 4000

## Motorcycles

Ben Walker  
+44 8700 273616  
Automobilia  
Adrian Papiros  
+44 8700 273621

## Musical Instruments

Philip Scott  
+44 20 7393 3855

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U.S.A.  
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+1 323 436 5437

## Old Master Pictures

UK  
Andrew McKenzie  
+44 20 7468 8261  
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+1 323 436 5488

## Orientalist Art

Charles O'Brien  
+44 20 7468 8360

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U.S.A.  
Judith Eurich  
+1 415 503 3259

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Camilla Lombardi  
+44 20 7393 3985

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UK  
Rupert Worrall  
+44 20 7468 8262  
U.S.A.  
Judith Eurich  
+1 415 503 3259

## Russian Art

UK  
Sophie Hamilton  
+44 20 7468 8334  
U.S.A.  
Yelena Harbick  
+1 212 644 9136

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Jon Baddeley  
+44 20 7393 3872  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530

## Scottish Pictures

Chris Brickley  
+44 131 240 2297

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UK  
Michael Moorcroft  
+44 20 7468 8241  
U.S.A.  
Aileen Ward  
+1 800 223 5463

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Giles Peppiatt  
+44 20 7468 8355

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Patrick Hawes  
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+44 20 8963 2839

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Veronique Scorer  
+44 20 7393 3962

## Urban Art

Gareth Williams  
+44 20 7468 5879

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UK  
Paul Maudsley  
+44 20 7447 7412  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530  
HONG KONG  
Carson Chan  
+852 2918 4321

## Whisky

UK  
Martin Green  
+44 1292 520000  
U.S.A.  
Joseph Hyman  
+1 917 206 1661  
HONG KONG  
Daniel Lam  
+852 3607 0004

## Wine

UK  
Richard Harvey  
+44 (0) 20 7468 5811  
U.S.A.  
Doug Davidson  
+1 415 503 3363  
HONG KONG  
Daniel Lam  
+852 3607 0004



UNITED KINGDOM

**London**  
101 New Bond Street •  
London W1S 1SR  
+44 20 7447 7447  
+44 20 7447 7400 fax

Montpelier Street •  
London SW7 1HH  
+44 20 7393 3900  
+44 20 7393 3905 fax

**South East England**

**Brighton & Hove**  
19 Palmeira Square  
Hove, East Sussex  
BN3 2JN  
+44 1273 220 000  
+44 1273 220 335 fax

**Guildford**  
Millmead,  
Guildford,  
Surrey GU2 4BE  
+44 1483 504 030  
+44 1483 450 205 fax

**Tunbridge Wells**  
Ground Floor  
Royal Victoria House  
51-55 The Pantiles  
Tunbridge Wells, Kent  
TN2 5TE  
+44 1892 546 818  
+44 1892 518 077 fax

**Isle of Wight**  
+44 1983 282 228

Representative:  
**West Sussex**  
Jeff Burfield  
+44 1243 787 548

**South West England**

**Bath**  
Queen Square House  
Charlotte Street  
Bath BA1 2LL  
+44 1225 788 988  
+44 1225 446 675 fax

**Cornwall – Truro**  
36 Lemon Street  
Truro  
Cornwall  
TR1 2NR  
+44 1872 250 170  
+44 1872 250 179 fax

**Exeter**  
The Lodge  
Southernhay West Exeter,  
Devon  
EX1 1JG  
+44 1392 425 264  
+44 1392 494 561 fax

**Winchester**  
The Red House  
Hyde Street  
Winchester  
Hants SO23 7DX  
+44 1962 862 515  
+44 1962 865 166 fax

**Tetbury**  
22a Long Street  
Tetbury  
Gloucestershire  
GL8 8AQ  
+44 1666 502 200  
+44 1666 505 107 fax

Representatives:  
**Dorset**  
Bill Allan  
+44 1935 815 271

**East Anglia**  
  
**Bury St. Edmunds**  
21 Churchgate Street  
Bury St Edmunds  
Suffolk IP33 1RG  
+44 1284 716 190  
+44 1284 755 844 fax

**Norfolk**  
The Market Place  
Reepham  
Norfolk NR10 4JJ  
+44 1603 871 443  
+44 1603 872 973 fax

**Midlands**  
  
**Knowle**  
The Old House  
Station Road  
Knowle, Solihull  
West Midlands  
B93 0HT  
+44 1564 776 151  
+44 1564 778 069 fax

**Oxford •**  
Banbury Road  
Shipton on Cherwell  
Kidlington OX5 1JH  
+44 1865 853 640  
+44 1865 372 722 fax

**Yorkshire & North East England**

**Leeds**  
30 Park Square West  
Leeds LS1 2PF  
+44 113 234 5755  
+44 113 244 3910 fax

**North West England**

**Chester •**  
New House  
150 Christleton Road  
Chester, Cheshire  
CH3 5TD  
+44 1244 313 936  
+44 1244 340 028 fax

**Carlisle**  
48 Cecil Street  
Carlisle, Cumbria  
CA1 1NT  
+44 1228 542 422  
+44 1228 590 106 fax

**Manchester**  
The Stables  
213 Ashley Road  
Hale WA15 9TB  
+44 161 927 3822  
+44 161 927 3824 fax

**Southport**  
33 Botanic Road  
Churchtown  
Southport  
Merseyside PR9 7NE  
+44 1704 507 875  
+44 1704 507 877 fax

**Channel Islands**  
  
**Jersey**  
39 Don Street  
St.Helier  
JE2 4TR  
+44 1534 722 441  
+44 1534 759 354 fax

Representative:  
**Guernsey**  
+44 1481 722 448

**Scotland**  
  
**Edinburgh •**  
22 Queen Street  
Edinburgh  
EH2 1JX  
+44 131 225 2266  
+44 131 220 2547 fax

**Glasgow**  
176 St. Vincent Street,  
Glasgow  
G2 5SG  
+44 141 223 8866  
+44 141 223 8868 fax

Representatives:  
**Wine & Spirits**  
Tom Gilbey  
+44 1382 330 256

**Wales**  
  
**Cardiff**  
7-8 Park Place,  
Cardiff CF10 3DP  
+44 2920 727 980  
+44 2920 727 989 fax

EUROPE

**Austria - Vienna**  
Garnisongasse 4  
1090 Vienna  
+43 (0)1 403 00 01  
vienna@bonhams.com

**Belgium - Brussels**  
Boulevard  
Saint-Michel 101  
1040 Brussels  
+32 (0)2 736 5076  
+32 (0)2 732 5501 fax  
belgium@bonhams.com

**France - Paris**  
4 rue de la Paix  
75002 Paris  
+33 (0)1 42 61 1010  
+33 (0)1 42 61 1015 fax  
paris@bonhams.com

**Germany - Cologne**  
Albertusstrasse 26  
50667 Cologne  
+49 (0)221 2779 9650  
+49 (0)221 2779 9652 fax  
cologne@bonhams.com

**Germany - Munich**  
Maximilianstrasse 52  
80538 Munich  
+49 (0) 89 2420 5812  
+49 (0) 89 2420 7523 fax  
munich@bonhams.com

**Ireland - Dublin**  
31 Molesworth Street  
Dublin 2  
+353 (0)1 602 0990  
+353 (0)1 4004 140 fax  
ireland@bonhams.com

**Italy - Milan**  
Via Boccaccio 22  
20123 Milano  
+39 (0)2 4953 9020  
+39 (0)2 4953 9021 fax  
milan@bonhams.com

**Italy - Rome**  
Via Sicilia 50  
00187 Rome  
+39 (0)6 48 5900  
+39 (0)6 482 0479 fax  
rome@bonhams.com

**Netherlands - Amsterdam**  
De Lairessestraat 154  
1075 HL Amsterdam  
+31 20 67 09 701  
+31 20 67 09 702 fax  
amsterdam@bonhams.com

**Spain - Madrid**  
Nuñez de Balboa no.4 - 1A  
Madrid  
28001  
+34 91 578 17 27  
madrid@bonhams.com

**Switzerland - Geneva**  
Rue Etienne-Dumont 10  
1204 Geneva  
Switzerland  
+41 76 379 9230  
geneva@bonhams.com

Representatives:  
**Greece**  
Art Expertise  
+30 210 3636 404

**Marbella**  
James Roberts  
+34 952 90 62 50  
marbella@bonhams.com

**Portugal**  
Filipa Rebelo de Andrade  
+351 91 921 4778  
portugal@bonhams.com

**Russia**  
Marina Jacobson  
+7 921 555 2302  
russia@bonhams.com

NORTH AMERICA

**USA**  
  
**San Francisco •**  
220 San Bruno Avenue  
San Francisco  
CA 94103  
+1 (415) 861 7500  
+1 (415) 861 8951 fax

**Los Angeles •**  
7601 W. Sunset Boulevard  
Los Angeles  
CA 90046  
+1 (323) 850 7500  
+1 (323) 850 6090 fax

**New York •**  
580 Madison Avenue  
New York, NY  
10022  
+1 (212) 644 9001  
+1 (212) 644 9007 fax

Representatives:  
**Arizona**  
Terri Adrian-Hardy  
+1 (480) 994 5362

**California**  
**Central Valley**  
David Daniel  
+1 (916) 364 1645

**District of Columbia/ Mid-Atlantic**  
Martin Gammon  
+1 (202) 333 1696

**Southern California**  
Christine Eisenberg  
+1 (949) 646 6560

**Florida**  
+1 (305) 228 6600

**Georgia**  
Mary Moore Bethea  
+1 (404) 842 1500

**Illinois**  
Ricki Blumberg Harris  
+1 (312) 475 3922  
+1 (773) 267 3300

**Massachusetts Boston/New England**  
Amy Corcoran  
+1 (617) 742 0909

**Nevada**  
David Daniel  
+1 (775) 831 0330

**New Mexico**  
Leslie Trilling  
+1 (505) 820 0701

**Oregon**  
Sheryl Acheson  
+1(503) 312 6023

**Texas**  
Amy Lawch  
+1 (713) 621 5988

**Washington**  
Heather O'Mahony  
+1 (206) 218 5011

**CANADA**  
  
**Toronto, Ontario •**  
Jack Kerr-Wilson  
20 Hazelton Avenue  
Toronto, ONT  
M5R 2E2  
+1 (416) 462 9004  
info.ca@bonhams.com

**Montreal, Quebec**  
David Kelsey  
+1 (514) 341 9238  
info.ca@bonhams.com

SOUTH AMERICA

**Argentina**  
Daniel Claramunt  
+54 11 479 37600

**Brazil**  
Thomaz Oscar Saavedra  
+55 11 3031 4444  
+55 11 3031 4444 fax

ASIA

**Hong Kong**  
Carson Chan  
Suite 1122  
Two Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
+852 2918 4321  
+852 2918 4320 fax  
hongkong@bonhams.com

**Beijing**  
Hongyu Yu  
Room A515  
F/5 CDB International  
Mansion  
No. 16 Yongnan Dongli  
Chaoyang District  
Beijing 100022  
+86(0) 10 6563 7799  
+86(0) 10 6563 7788 fax  
beijing@bonhams.com

**Japan**  
Level 14 Hibiya Central Building  
1-2-9 Nishi-Shimbashi  
Minato-ku  
Tokyo 105-0003  
+81 (0) 3 5532 8636  
+81 (0) 3 5532 8637 fax  
tokyo@bonhams.com

**Taiwan**  
37th Floor, Taipei 101 Tower  
Nor 7 Xinyi Road, Section 5  
Taipei, 100  
+886 2 8758 2898  
+886 2 8757 2897 fax  
summer.fang@bonhams.com

AUSTRALIA

**Sydney**  
76 Paddington Street  
Paddington NSW 2021  
Australia  
+61 (0) 2 8412 2222  
+61 (0) 2 9475 4110 fax  
info.asia@bonhams.com

**Melbourne**  
Ormond Hall  
557 St Kilda Rd  
Melbourne VIC 3004  
+61 (0) 3 8640 4088

Representative:  
**Adelaide**  
James Bruce  
+61 (0) 8 8232 2860

AFRICA

**South Africa - Johannesburg**  
Penny Culverwell  
+27 (0)71 342 2670  
penny.culverwell@bonhams.com

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](http://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](mailto: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 3% 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)

10

Sale title: British and European Pictures		Sale date: 10 September 2013													
Sale no. 20787		Sale venue: Knightsbridge													
<p>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.</p> <p><b>General Bid Increments:</b></p> <table border="0"> <tr> <td>£10 - 200 .....by 10s</td> <td>£10,000 - 20,000 .....by 1,000s</td> </tr> <tr> <td>£200 - 500 .....by 20 / 50 / 80s</td> <td>£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000 .....by 50s</td> <td>£50,000 - 100,000 .....by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000 .....by 100s</td> <td>£100,000 - 200,000 .....by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000 .....by 200 / 500 / 800s</td> <td>above £200,000 .....at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000 .....by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s	£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s	£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s	£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s	£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion	£5,000 - 10,000 .....by 500s	
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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:		Please tick if you have registered with us before <input type="checkbox"/>													
<input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>															

**Please note that all telephone calls are recorded.**

[illegible]

## 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) ☐

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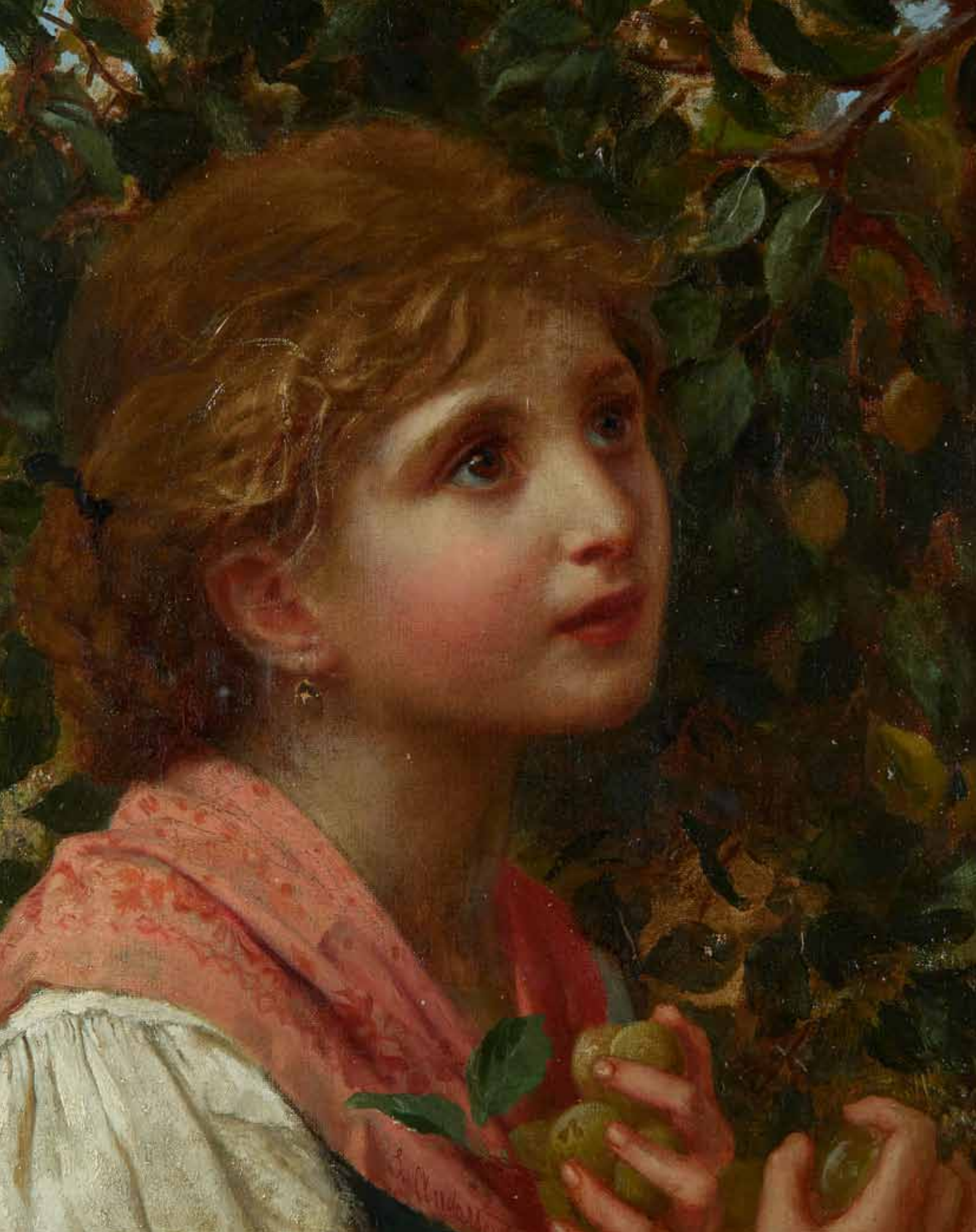
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Montpelier Street  
Knightsbridge  
London SW7 1HH  
+44 (0) 20 7393 3900  
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