19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH **IMPRESSIONIST ART** Wednesday 22 January 2014

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LONDON











19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

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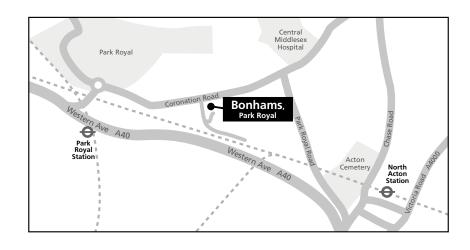
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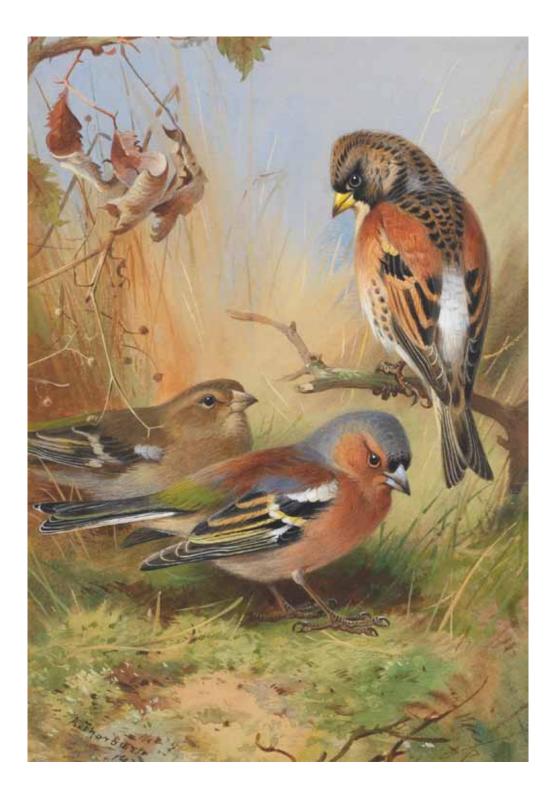
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19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART Lots 1 - 142



1 ARCHIBALD THORBURN (BRITISH, 1860-1935) A Black Woodpecker in woodland signed 'A. Thorburn./1930' (lower left) watercolour with bodycolour 44 x 27.5cm (17 5/16 x 10 13/16in).

£7,000 - 10,000 €8,500 - 12,000 US\$11,000 - 16,000



ARCHIBALD THORBURN (BRITISH, 1860-1935)

Brambling and a pair of Chaffinches signed and dated 'A. Thorburn/1927' (lower left) watercolour and bodycolour $28 \times 19 cm (11 \times 7 1/2in)$.

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

PROVENANCE

Sotheby's, Gleneagles, 1 September 2004, lot 662 Private collection, UK



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ARCHIBALD THORBURN (BRITISH, 1860-1935)

A pair of Goosander signed and dated 'Archibald Thorburn/1917.' (lower right) watercolour and bodycolour 18.5 x 27.5cm (7 5/16 x 10 13/16in).

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900

PROVENANCE with Frost & Reed Ltd., Bristol Private collection, UK

4 ARCHIBALD THORBURN (BRITISH, 1860-1935) Woodcock burrowing in sand

signed 'A.Thorburn' (lower right) watercolour heightened with white 11.5 x 16cm (4 1/2 x 6 5/16in).

£3,000 - 5,000 €3,600 - 6,000 US\$4,900 - 8,200

PROVENANCE with The Tryon Gallery Private collection, UK





6

5

ARCHIBALD THORBURN (BRITISH, 1860-1935) Bullfinches

signed and dated 'Archibald Thorburn/1907' (lower right) watercolour and bodycolour 25 x 20cm (9 13/16 x 7 7/8in).

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900

6 **ARCHIBALD THORBURN (BRITISH, 1860-1935)** Goldfinches signed and dated 'Archibald Thorburn/1907' (lower right)

watercolour and bodycolour 25 x 20cm (9 13/16 x 7 7/8in).

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900



ARCHIBALD THORBURN (BRITISH, 1860-1935) Partridge in a landscape signed and dated 'Archibald Thorburn 1918.' (lower left) watercolour 17.5 x 27cm (6 7/8 x 10 5/8in).

£7,000 - 10,000 €8,500 - 12,000 US\$11,000 - 16,000



8 ARCHIBALD THORBURN (BRITISH, 1860-1935) Red Grouse on a high moor

signed and dated 'Archibald Thorburn/1918' (lower right) watercolour and bodycolour $37 \times 54cm$ (14 9/16 x 21 1/4in).

£30,000 - 40,000 €36,000 - 48,000 US\$49,000 - 66,000

PROVENANCE

Sotheby's, Gleneagles, 1 September 2004, lot 661 Private collection, UK





JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)

In pursuit; Riding past the farm; Hot on his heels; The trophy a set of four, all signed 'J.F.Herring' (one lower left, one lower right, two lower centre) oil on canvas, *each 41 x 61cm (16 1/8 x 24in).* (4)

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000







10 WILLIAM SHAYER, SNR. (BRITISH, 1787-1879)

The gypsy encampment signed 'Wm Shayer Senr' (lower left) oil on canvas 51 x 76cm (20 1/16 x 29 15/16in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

PROVENANCE Private collection, Northern Ireland



11 WILLIAM BARRAUD (BRITISH, 1810-1850)

A bay hunter and a terrier in a landscape signed and dated 'W. Barraud.1845' (lower left) oil on canvas 43 x 53cm (16 15/16 x 20 7/8in).

£7,000 - 9,000 €8,500 - 11,000 US\$11,000 - 15,000

PROVENANCE

with Richard Green Ltd., London Private collection, Northern Ireland

12 W THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902) Orphans

signed and dated 'T. Sidney. Cooper RA/1878' (lower right), signed and inscribed with title on a label attached to the reverse oil on canvas 183 x 122cm (72 1/16 x 48 1/16in).

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000

PROVENANCE

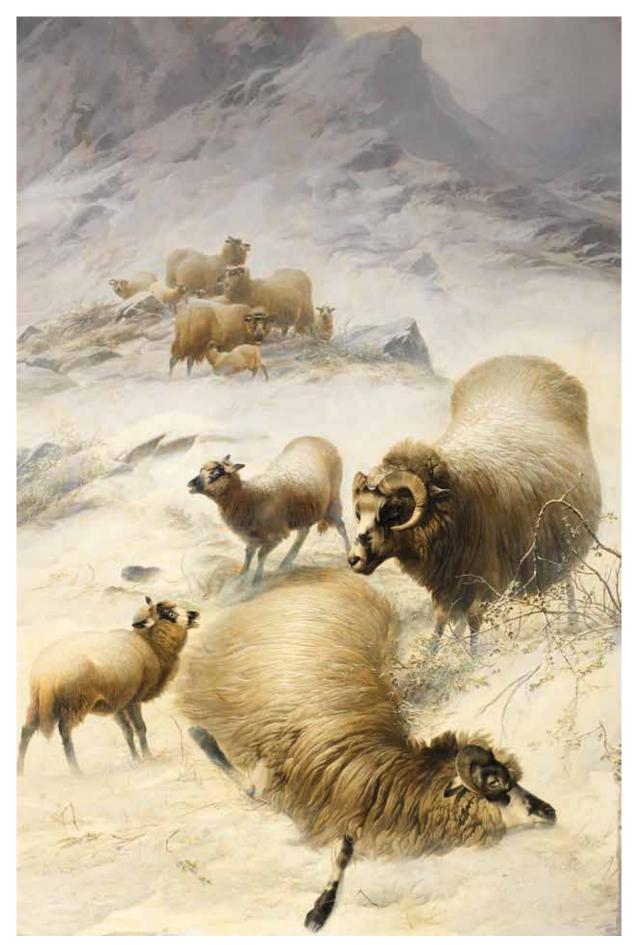
Hiram Craven, of The Briery, Sunderland Sale, Christie's, London, 21 March 1896, lot 291 Sale, Christie's, London, 26 February 1898, lot 91 (160gns to Tooth) Private collection, Germany

EXHIBITED

London, Royal Academy, 1876, no. 515 Glasgow, Royal Glasgow Institute of The Fine arts, 1877, no. 411 (priced \pounds 750)

LITERATURE

H. Blackburn, *Academy Notes*, 1876, p.46, illustrated *The Times*, 8 May 1876: 'lambs struggling with the cruel drift which has killed their dams'. Kenneth J. Westwood, *Thomas Sidney Cooper, C.V.O, R.A., His life and Work*, Ilminster, 2011, p.388, cat. no. 0.1876.3





BENJAMIN WILLIAMS LEADER, RA (BRITISH, 1831-1923) Summertime

signed and dated 'B.W.Leader.1866' (lower left), signed and inscribed with title on the reverse oil on panel

37 x 47.5cm (14 9/16 x 18 11/16in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

PROVENANCE

London, Handsworth Fine Art Exhibition, 1893, as *A cornfield*. Possibly lent by David Hedges, Yardley, Birmingham Sold by B.W. Leader to Tomlinson (Art Dealer) 1866, £15. Titled *Summertime: Finished Study* Sale, Christie's, London, 6 June 1903, lot 102. Property of D. Hedges (dec'd), Yardley, Birmingham. Sold to Davis, £50 Sale, Christie's, London, 1 March 1929, lot 77. Property of S.F. Worsley (dec'd), Edgbaston, Birmingham. Sold to Mitchell (art dealer) £29.8s. Titled *A Cornfield* Sale, Bonhams, London, 14 January 1971, lot 138 with Richard Green Ltd. Sale, Christie's, London, 18 October 1974, lot 133 (unsold) Sale, Christie's, London, 25 July 1975, lot 36 Private collection, UK

LITERATURE

Artist's 'Records of Paintings Sold' 1866 Country Life 4 March 1971, Supplement, illustrated p.23

The present work is a finished study for a larger painting of the same title, 26 1/2 x 46in., also dated 1866 in red. This larger work was with Richard Green in 1976. The initial *plein air* pencil sketch by Leader is in the collection of the Victoria and Albert Museum, London.

We are grateful to Ruth Wood for her assistance in cataloguing this lot, and for confirming the authenticity on the basis of photographs.



14 JAMES THOMAS LINNELL (BRITISH, 1826-1905)

A May morning *While Earth herself is adorning, This sweet May-morning* (Wordsworth, Intimations of Immortality) signed and dated 'James T. Linnell/1861 & 74' (lower left), signed and inscribed with title on a label attached to the reverse oil on canvas 67.5 x 95.5cm (26 9/16 x 37 5/8in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

EXHIBITED London, Royal Academy, 1861, no. 475 15 W ERSKINE NICOL, RSA, ARA (BRITISH, 1825-1904) The new vintage signed and dated 'E Nicol/1874' (lower right) oil on canvas 130 x 105.5cm (51 3/16 x 41 9/16in).

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000

PROVENANCE Private collection, Italy

EXHIBITED

London, Royal Academy, 1875, no. 245 Southport, Atkinson Art Gallery, *Festival Exhibition of Local Art Treasures*, 2 June - 30 September 1951, no. 304





16 ALFRED DE BRÉANSKI SNR. (BRITISH, 1852-1928) Below Lochnagarr, N.B.

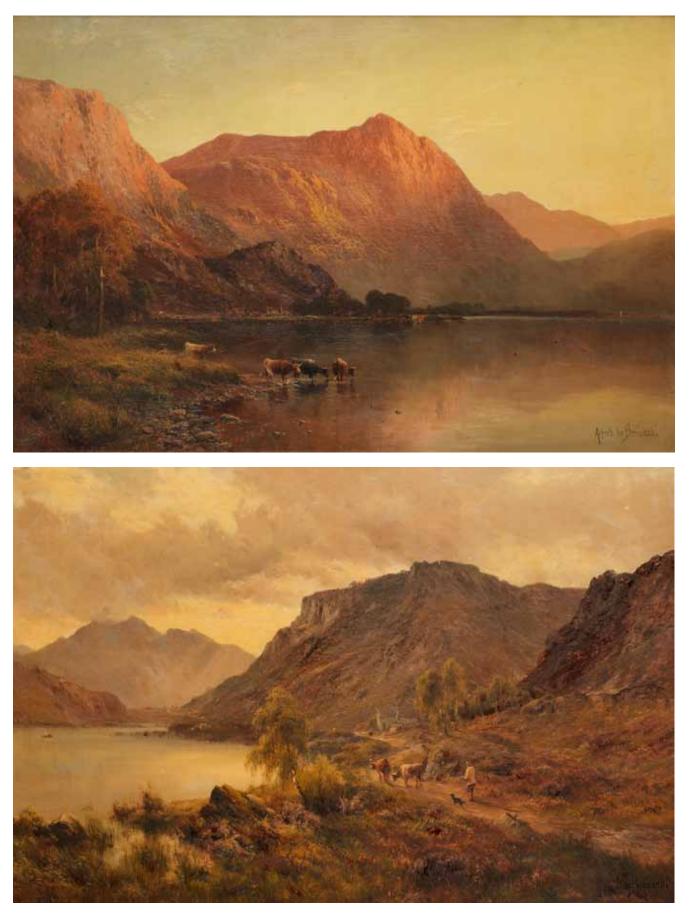
signed 'Alfred. de Bréanski' (lower left), also signed and inscribed on the reverse oil on canvas 51 x 76cm (20 1/16 x 29 15/16in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000 17

ALFRED DE BRÉANSKI SNR. (BRITISH, 1852-1928)

Llyn Gwynant, North Wales; Snowdon from Capel Curig lake, N. Wales a pair, both signed 'Alfred. de Bréanski' (lower right), both signed and inscribed with titles on reverse oil on canvas, *each 51 x 76cm (20 1/16 x 29 15/16in).* (2)

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000





18

GEORGE WASHINGTON BROWNLOW (BRITISH, 1835-1876) The reading lesson

signed 'GWBrownlow' (lower right) oil on canvas *33 x 43.5cm (13 x 17 1/8in).*

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000 19

WILLIAM HENRY KNIGHT (BRITISH, 1823-1863)

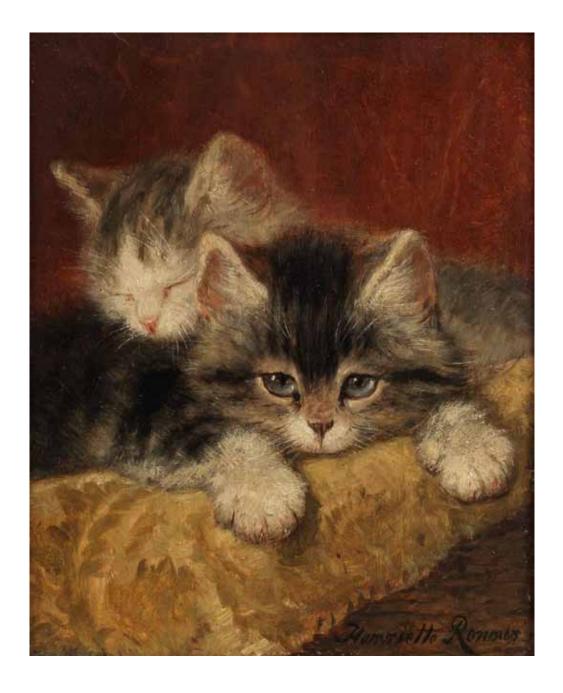
Playing with the kitten; Cutting out a pair, one signed and dated 'W H KNIGHT 1862' (lower right), the other signed and dated 'W. H. Knight 1862' (lower right) oil on panel, each 40.5 x 50.5cm (15 15/16 x 19 7/8in). (2)

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000

PROVENANCE

with M. Newman Ltd. Private collection





HENRIETTE RONNER-KNIP (DUTCH, 1821-1909)

Two kittens on a pillow signed 'Henriette Ronner' (lower right) oil on panel 21 x 17cm (8 1/4 x 6 11/16in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000



21 EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881) The sheep fold

signed 'Eugène Verboeckhoven' (lower left) oil on canvas 70 x 90cm (27 9/16 x 35 7/16in).

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000

22^{*} EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881)

The home pasture signed and dated 'Eugène Verboeckhoven f.1844.' (lower right) oil on panel 38 x 57cm (14 15/16 x 22 7/16in).

£30,000 - 50,000 €36,000 - 60,000 US\$49,000 - 82,000



HERMANUS WILLEM KOEKKOEK (DUTCH, 1867-1929)

French cavalry charging signed 'H W Koekkoek' (lower left) oil on canvas 60 x 90.5cm (23 5/8 x 35 5/8in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

23

Sale, Antwerp-Berchem, Campo & Campo, 1 December 1998, lot 165 Private collection





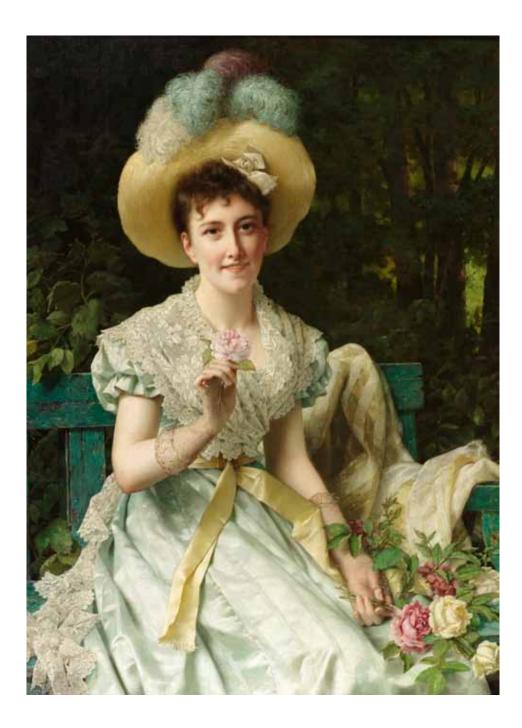
24 JOHANNES CHRISTIAAN KAREL KLINKENBERG (DUTCH, 1852-1924) Canal scene signed 'Klinkenberg' (lower right) oil on canvas laid down on board 33.5 x 53cm (13 3/16 x 20 7/8in).

£5,000 - 8,000 €6,000 - 9,700 US\$8,200 - 13,000



25 **PAUL JOSEPH CONSTANTIN GABRIËL (DUTCH, 1828-1903)** Landscape with windmills signed 'Gabriel ft' (lower right) oil on panel 39 x 62.5cm (15 3/8 x 24 5/8in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000



26 W

JAN PORTIELJE (DUTCH, 1829-1908)

Wilt gij ze? (Do you want it?) signed 'JPortielje' (lower left), signed and inscribed with title on reverse oil on canvas $113.5 \times 82.5 cm (44 \ 11/16 \times 32 \ 1/2in).$

£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000

PROVENANCE

Sale, De Vuyst Kunstgalerij, Lokeren, Belgium, 7 March 1998, lot 443 Private collection

EXHIBITED

Antwerp, Campo & Campo, 22 February-17 March 2002, to accompany the publication of the catalogue on the Portielje family

LITERATURE

Ineke Bruynooghe, *The works of Portielje- Jan, Gerard, Edward*, Roeselare, 2002, p.67, cat. no. 45, illustrated in colour



27

JAN PORTIELJE (DUTCH, 1829-1908)

The jewel case signed 'JPortielje' (lower right) oil on canvas 109 x 83cm (42 7/8 x 32 5/8in).

£25,000 - 35,000 €30,000 - 42,000 US\$41,000 - 57,000

PROVENANCE

with Newhouse & Sons, St. Louis Missouri, no. 5976 Sale, Christie's, New York, 12 February 1998, lot 20

EXHIBITED

Antwerp, Campo & Campo, 22 February-17 March 2002, to accompany the publication of the catalogue on the Portielje family Private collection

LITERATURE

Ineke Bruynooghe, *The works of Portielje- Jan, Gerard, Edward*, Roeselare, 2002, p.62, cat. no. 42, illustrated in colour

FREDERIK MARINUS KRUSEMAN (DUTCH, 1816-1882)

A winter's evening signed and dated 'FMKruseman ft 1846' (lower right) oil on panel $55 \times 70cm$ (21 5/8 x 27 9/16in).

£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000

PROVENANCE

28

Purchased from Galerie Saint-Jacques, in Charleroi, Belgium, c. 1955 Private collection

The present lot was painted in 1846 during the artist's first spell of living in Brussels. He lived in a house on the Kruisvaartenstraat which was in a suburb of the main city and so he had good access to the surrounding countryside. This was a constant source of inspiration to the artist who used not only the frozen waterways as subjects but also the ruined monuments, abbeys and houses which he made detailed studies of and then used in his compositions. *A winter's evening* is a good example of this with the dominant tower overlooking the icy landscape animated by the figures below.

Kruseman lived in Brussels for two separate periods in his life and the city is closely intertwined with his fortunes. It was a place where the Dutch artistic influence was still strong and the expanding middle class was creating a better demand than in his native Holland. Two years before the execution of the present lot the artist had visited France where he would have been exposed to the work of the more progressive artists of the Barbizon School. It was during this time after that trip, when the landscape tradition was splintering into various groups that Kruseman committed himself to the tradition of Koekkoek and the Dutch Romantic School.

The hallmarks of Frederik Marinus Kruseman's mature style for his winter scenes are all present by the time he painted *A winter's evening:* the ruins of a large tower, the carved tracks in the ice, the reeds and willow trunks frozen in place, the leafless trees set against the sky with the suggestion of a city in the distance and the characters going about their daily business. By this time Kruseman had found a formula which sold well and one which he remained faithful to throughout his career.



29 EUGÈNE DELACROIX (FRENCH, 1798-1863)

La Toilette de Psyché signed, inscribed and dated 'Eug delacroix à M Haro/1862' (lower left) coloured chalks and pencil $23 \times 27 cm$ (9 1/16 x 10 5/8in).

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000

PROVENANCE

Haro collection, 1862 Sale, l'Hôtel Drouot, Paris, 2-3 April 1897, lot 116, bought for 680 Francs Baron Joseph Vitta Private collection, Italy

EXHIBITED

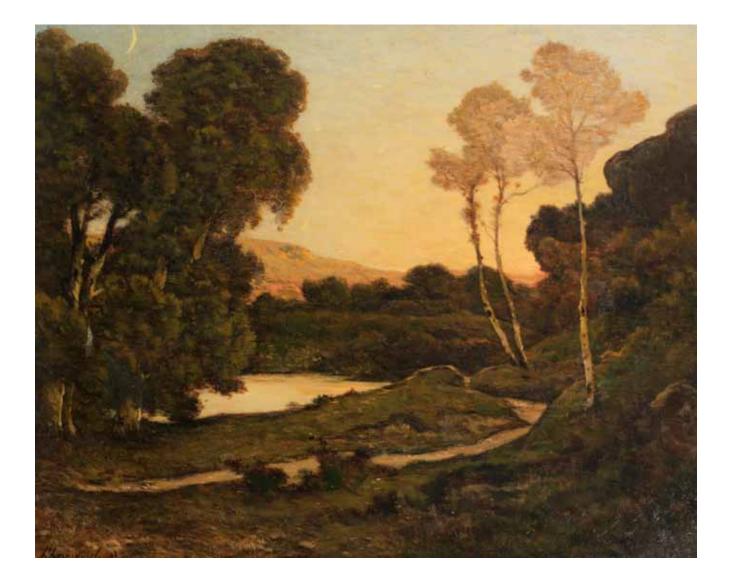
Paris, École des Beaux-Arts, *Delacroix*, 1885, no.358 Nice, Palais des Arts Musée Jules Chéret, *Eugène Delacroix*, 1930, no.8 as *Jeune Femme á sa toilette* Paris, Musée de Louvre, *Centenaire de Romantisme: Exposition Eugène Delacroix*, 1930, no.485

LITERATURE

Alfred Robaut, *Eugène Delacroix*, Charavay frères (ed), Paris, 1885, p. 322

Lee Johnson, *Delacroix pastels*, Adrienne Baxter (ed), London, 1995, p. 179





30 HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916) Evening signed and dated 'h harpignies. 98' (lower left) oil on canvas

oil on canvas 65.5 x 81cm (25 13/16 x 31 7/8in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000



31*

JEAN-BAPTISTE-CAMILLE COROT (FRENCH, 1796-1875)

Luzancy, Sentier ombreux avec une chevrière signed 'COROT' (lower right) oil on paper laid down on panel $25 \times 41 cm$ (9 13/16 x 16 1/8in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

Sale, l'Hotel Drouot, Paris, 1872 with Lador et Cie, 25 Croix d'Or, Geneva Seward Family estate, Auburn New York, descendants of William H Seward, US Secretary of State 1861-1869 Private collection, USA

LITERATURE

M. Alfred Robaut, *L'Oeurvre de Corot: catalogue raisonné et illustré*, Paris, 1905, Vol. III, p.56, no.1408, illustrated p.57



32

32 W

EDMOND HOTTENROTH (AUSTRIAN, 1804-1889)

View across the Golfo di Pozzuolo with the old harbour and castle signed and dated 'Edm Hottenroth Rom 1861' (lower right), also inscribed 'ordered by W.Earle Esq' (lower right) oil on canvas 111 x 175cm (43 11/16 x 68 7/8in).

£7,000 - 10,000 €8,500 - 12,000 US\$11,000 - 16,000

33

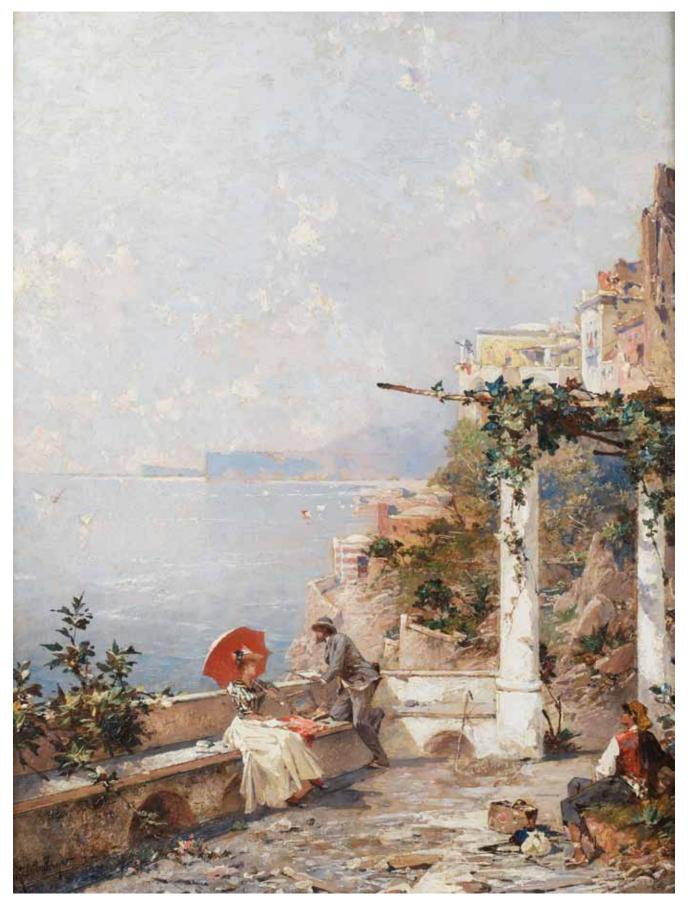
FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)

An artist sketching on a terrace in Amalfi signed 'F R Unterberger' (lower left) oil on panel 39.5 x 30cm (15 9/16 x 11 13/16in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

Sale, Christie's, London, 26 March 1999, lot 123 with MacConnal-Mason & Son, Ltd Sale, Christie's, London, 2 July 2008, lot 246 Private collection, UK





34 **A. KAUFMANN (CONTINENTAL 19TH CENTURY)** Tales of the sea a pair, both signed 'A.Kaufmann' (one lower left, one lower right) oil on panel *each 68.5 x 55 cm. (26 15/16 x 21 5/8 in.)* (2)

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000



35 W CAMILLE ALFRED PABST (FRENCH, 1821-1898) Alsaciens à Paris signed 'C.A.PABST.' (lower right) oil on canvas 105 x 154cm (41 5/16 x 60 5/8in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000



36 **LÉON LEGAT (FRENCH, BORN 1829)** La Guinguette signed 'Legat' (lower right) oil on canvas

oil on canvas 50 x 61cm (19 11/16 x 24in).

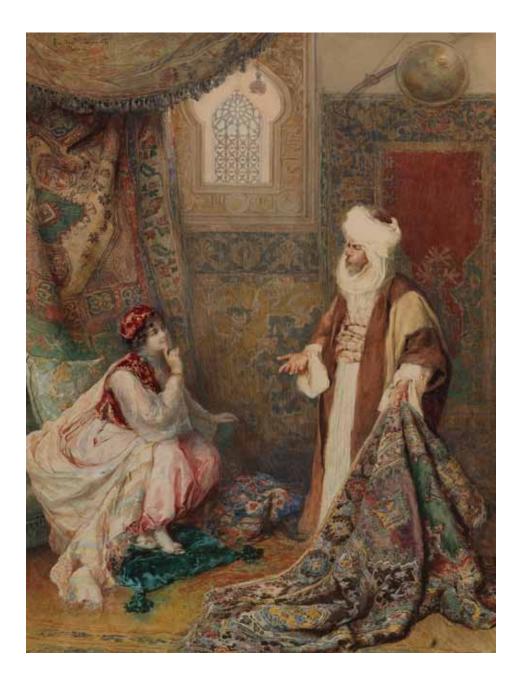
£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

A larger version of the present lot was sold at Christie's London, 18 March, 1994, lot 133



37 FRENCH SCHOOL, 19TH CENTURY The Courtesan oil on canvas 75.5 x 84cm (29 3/4 x 33 1/16in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000



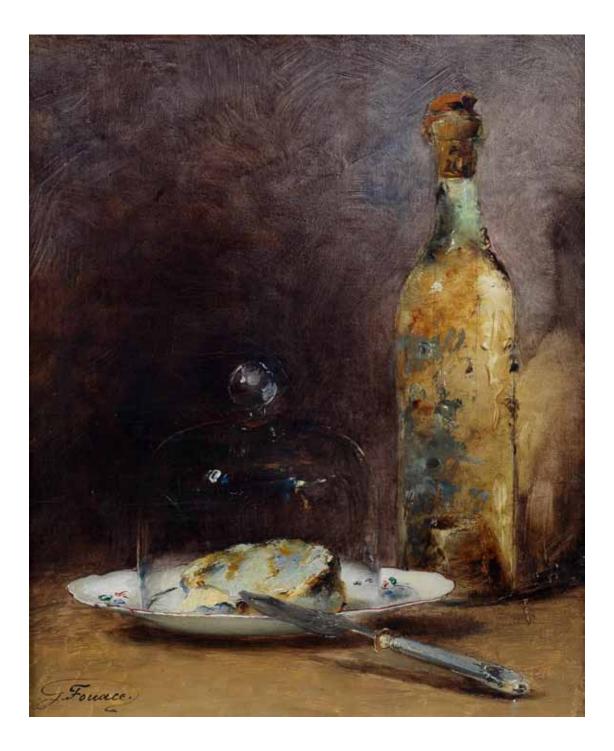
38 **AMEDEO SIMONETTI (ITALIAN, 1874-1922)** The carpet seller signed and inscribed 'Amedeo Simonetti/Roma' (upper left) watercolour over traces of pencil 54 x 37.5cm (21 1/4 x 14 3/4in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000



39 OTTO FRIEDRICH (HUNGARIAN, 1862-1937) Figures reclining on a terrace, Tunis signed with initials and inscribed 'O.F. TUNIS' (lower left) oil on panel 26.5 x 35cm (10 7/16 x 13 3/4in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000



40 **GUILLAUME ROMAIN FOUACE (FRENCH, 1827-1895)** Still life with cheese and bottle signed 'G. Fouace.' (lower left) oil on canvas 47 x 38.5cm (18 1/2 x 15 3/16in).

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900



41 **JULES ADOLPHE BRETON (FRENCH, 1827-1906)** La Fête de Grandpère signed, inscribed and dated 'Jules Breton Coursieres/1864' (lower left) oil on canvas, unstretched 69 x 91cm (27 3/16 x 35 13/16in). unframed

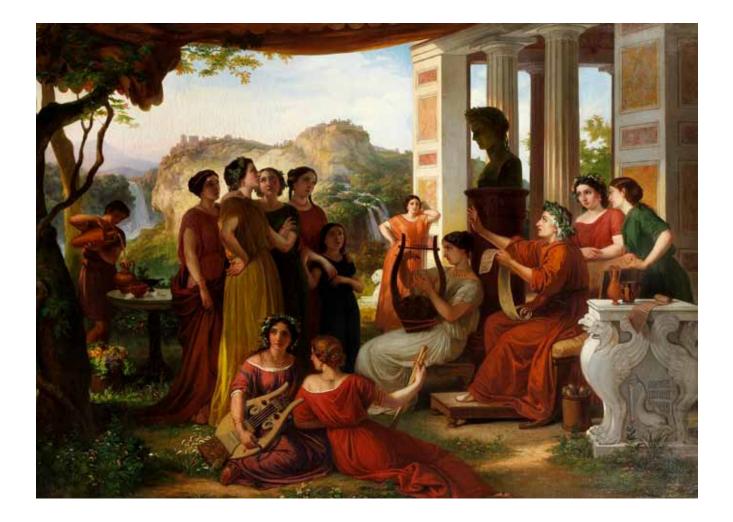
£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000



42 GEORGE KARL KOCH (GERMAN, 1857-1930) A debate in ancient times

signed and dated 'G Koch 93.' (lower right) oil on canvas 61 x 107cm (24 x 42 1/8in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000



43 W VINCENZO MORANI (ITALIAN, 1809-1870) Horace delivering the Odes to Augustus

signed, inscribed and dated 'V. MORANI. F. IN ROMA. 1855.' (to the footstall centre right) oil on canvas 119 x 149cm (46 7/8 x 58 11/16in).

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000

44* ALFRED VON WIERUSZ-KOWALSKI (POLISH, 1849-1915)

The mountain patrol signed 'A. Wierusz-Kowalski' (lower right) oil on canvas 61 x 101cm (24 x 39 3/4in).

£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000

PROVENANCE

with Williams & Son, London Private collection, UK

Alfred Wierusz-Kowalski was a Polish painter of the Munich School. He was one of the most popular of this group of technically accomplished painters along with Jozef Brandt. Wierusz-Kowalski moved to Munich in 1873 after his studies in Warsaw and Dresden. He studied for a year at the Munich Academy of Fine Arts and then worked in Jozef Brandt's studio. It was here that he fully absorbed the lessons in style and subject matter that made both Brandt's and his own paintings so successful. In 1890 he was made an honorary professor of the Munich Academy.

The current lot shows a typical scene for the artist, combining epic landscape, equine subjects and mounted soldiers. The strong chiaroscuro that defined so many of the Munich School painters is also seen to great effect.





45^{*} BENJAMIN EUGÈNE FICHEL (FRENCH, 1826-1895) Travelling musicians signed and dated 'E. FICHEL. 1882.' (lower left) oil on panel 38 x 55.5cm (14 15/16 x 21 7/8in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000



46 **ADOLPHE ALEXANDRE LESREL (FRENCH, 1839-1929)** After the song signed and dated 'A. A. LESREL 1894' (lower left) oil on panel 59 x 48.5cm (23 1/4 x 19 1/8in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000



47 LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

Une Procession à Mont-Saint-Père signed 'L. Lhermitte' (lower left) charcoal on paper, with extensions *47 x 72cm (18 1/2 x 28 3/8in).*

£3,000 - 5,000 €3,600 - 6,000 US\$4,900 - 8,200

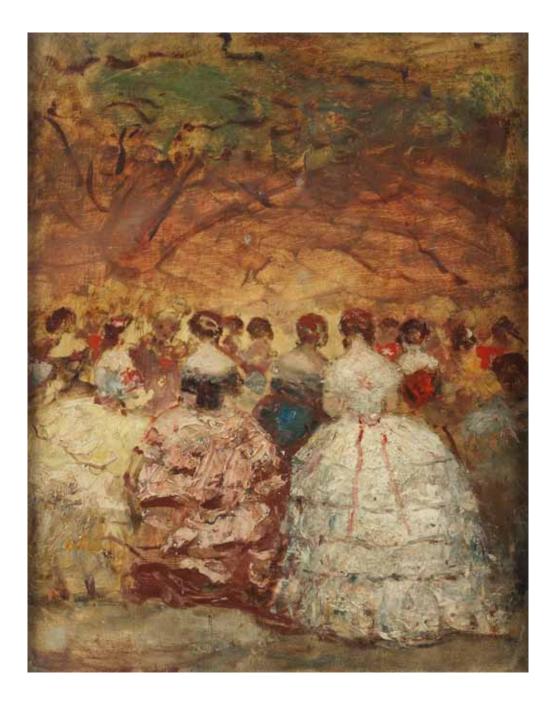
EXHIBITED

London, Dudley Gallery, 3rd exhibition of Black & White, 1875, no. 114, sold for $\pounds73$ to M. Deschamps

LITERATURE

Monique Le Pellet Fonteny, *Léon Augustin Lhermitte, catalogue raisonné*, Paris 1991, p.440, cat. no. 668, illustrated in black and white.

According to the catalogue, Lhermitte produced this work in Paris in June 1874. The artist's father appears as the last figure in the procession.



48

ADOLPHE JOSEPH THOMAS MONTICELLI (FRENCH, 1824-1886)

A fête at the Tuileries inscribed and dated 'MONTICELLI 1856' on the stretcher (according to an old label on the reverse) oil on canvas $39.5 \times 31 cm$ (15 9/16 x 12 3/16in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

PROVENANCE Ernest, Brown and Phillips, London

EXHIBITED London, The Burlington Fine Arts Club, 1922, no. 26



49 AR ALFRED SCHWARZ (GERMAN, 1867-1951) A picture of beauty signed and dated 'ALF. SCHWARZ/1903' (upper left)

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

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE with Haynes Fine Arts of Broadway Private collection, UK



50 W CHARLES AMABLE LENOIR (FRENCH, 1861-1940) Reflective thoughts signed 'C.A.Lenoir' (lower right)

signed 'C.A.Lenoir' (lower right) oil on canvas 117.5 x 75cm (46 1/4 x 29 1/2in).

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000

PROVENANCE with Haynes Fine Arts of Broadway Private collection, UK



51 DAVID EMILE JOSEPH DE NOTER (BELGIAN, 1825-1892) Interior with still life signed and dated 'David de Noter 56' (lower left) oil on canvas 74 x 98cm (29 1/8 x 38 9/16in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

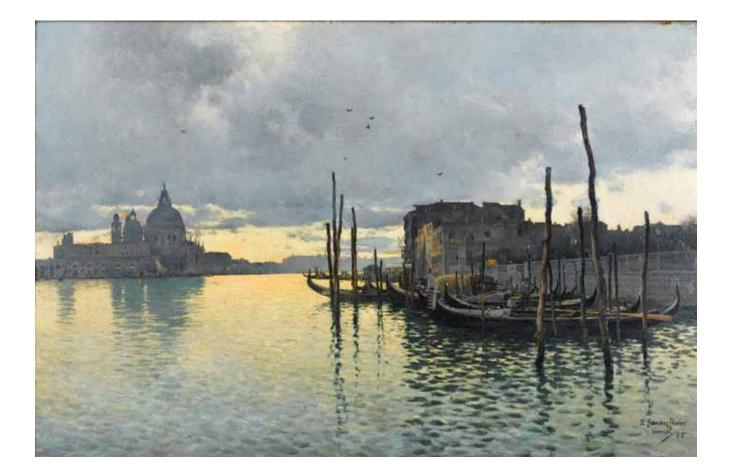
PROVENANCE with Frost & Reed Ltd. Private collection, UK



52 W JEAN MARIE BERTHELIER (FRENCH, BORN 1834) Still life of mixed flowers in an urn

signed and dated 'JM Berthelier 1868' (lower right) oil on canvas $116 \times 92cm$ (45 11/16 x 36 1/4in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000



53

EMILIO SANCHEZ PERRIER (SPANISH, 1855-1907)

Evening, looking towards the Grand Canal with Santa Maria della Salute in the distance signed, inscribed and dated 'E Sanchez Perrier/Venezia 85' (lower right)

oil on panel 29.5 x 45cm (11 5/8 x 17 11/16in).

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000

PROVENANCE

Purchased by the vendor's grandfather Thence by descent

The present lot is one of the artist's most accomplished compositions. Venice was always a favorite place for pre-Impressionist Spanish artists such as Antonio Reyna Manescau (1859-1937), Martin Rico y Ortega (1833-1908) and Rafael Senet (1856-1926). They were inspired by its golden light and the vestiges of the great flowering of Renaissance art and architecture. Among these artists were Emilio Sanchez-Perrier who stayed there in 1884 and 1885.

By this date, the artist had already exhibited at the Royal Academy in London and at The Paris Salon in 1880 with landscapes of Andalusia. He also painted landscapes in Barbizon and Fontainebleau for which he became famous. Indeed the wealthy American collector Georges A. Lucas was among his patrons.

The present lot was painted in Venice in 1885 during one of his most prolific periods. The artist was inspired by the legendary 'floating city' and particularly by the entrance of the Grand Canal. This relatively small painting is executed with great precision, in particular with the treatment of the refections in the water and the fine details of the gondolas. In the background, to the right Santa Maria della Salute can be seen with various paliazzi to the right.



54 W **ERCOLE CALVI (ITALIAN, 1824-1900)** The Waterfront, Venice signed 'Erole Calvi' (lower right) oil on canvas 70.5 x 145.5cm (27 3/4 x 57 5/16in).

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000

55 **ANTONINO LETO (ITALIAN, 1844-1913)** Il gioco a Villa Tasca signed 'ALeto' (lower right) oil on canvas 38 x 56.5cm (14 15/16 x 22 1/4in).

£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000





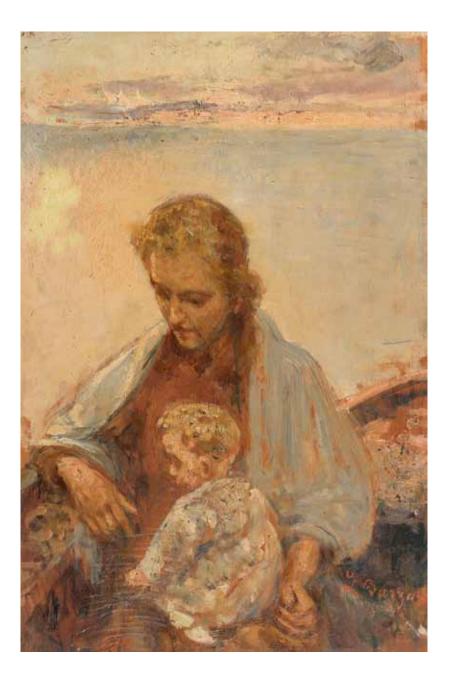
56

ANTONIO ERMOAO PAOLETTI (ITALIAN, 1834-1912)

Music hath charms signed and inscribed 'Antonio Paoletti fu Giovⁿⁿⁱ/Venezia' (lower left) oil on canvas $56.5 \times 81 cm$ (22 1/4 x 31 7/8in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

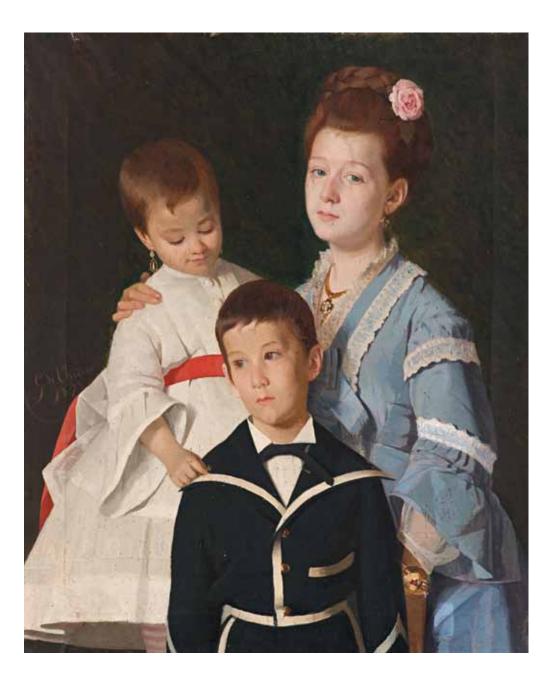
PROVENANCE with Mandell's Gallery, Norwich Private collection, UK



57 LEONARDO BAZZARO (ITALIAN, 1853-1937)

Madonna del Mare signed 'L Bazzaro' (lower right), also signed and inscribed with title on reverse oil on panel 60 x 40cm (23 5/8 x 15 3/4in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000



58 GIACOMO DI CHIRICO (ITALIAN, 1845-1884) Portrait of Vincenzo, Nicoletta and Elvira Matta

signed and dated 'G. di Chirico/1873 (centre left) oil on canvas $84 \times 68cm$ (33 1/16 x 26 3/4in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

Matta family Thence by descent



59 ARTURO MICHELENA (VENEZUELAN, 1863-1898)

Portrait of María Tello Mendoza half length, holding an apple signed and dated 'ARTURO MICHELENA/VALENCIA (VENEZUELA)/1889-' (upper right) oil on canvas 61 x 50cm (24 x 19 11/16in).

£25,000 - 30,000 €30,000 - 36,000 US\$41,000 - 49,000 Michelena was born in Valencia in Venezuela. He began his artistic studies under the tutelage of his father, the painter Antonio Michelena. He became known as the one of the leading painters in Venezuela along with artists such as Martín Tovar y Tovar. He subsequently moved to Paris where he studied at the Academie Julian, and later worked under Jean-Paul Laurens, whose influence can be most clearly seen in Michelena's historical subjects and portraits.

Michelena's work achieved great success in the world of Belle Epoque Paris, appealing to major collectors such as the Astors in New York. After two periods living in Paris, he returned to Venezuela in 1890 on the advice of his doctor. His impressive career was cut tragically short in 1898.

Michelena is perhaps best known for his still life and genre scenes, but he remained a popular portraitist, and the present lot is a good example of his quick technical ability and the attention to detail that underpins all of his work.

60^{*} VITTORIO REGGIANINI (ITALIAN, 1858-1939)

Welcome advances signed 'VReggianini' (lower right) oil on canvas 64 x 82cm (25 3/16 x 32 5/16in).

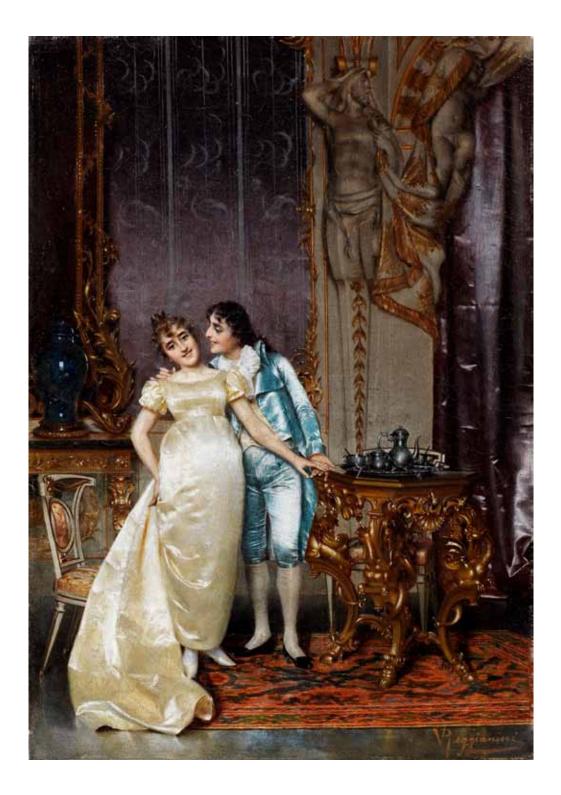
£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000



61 VITTORIO REGGIANINI (ITALIAN, 1858-1939) The Recital signed 'VReggianini' (lower right) oil on canvas 76 *x* 102*cm* (29 15/16 *x* 40 3/16*in*).

£50,000 - 70,000 €60,000 - 85,000 US\$82,000 - 110,000





62 VITTORIO REGGIANINI (ITALIAN, 1858-1939) Flirtation signed 'V Reggianini' (lower right) oil on canvas 31 x 22cm (12 3/16 x 8 11/16in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000



63 FEDERICO ANDREOTTI (ITALIAN, 1847-1930)

The shared secret signed 'F Andreotti' (lower left) oil on canvas 46.5 x 37.5cm (18 5/16 x 14 3/4in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE with Burlington Paintings Ltd. Private collection, UK



64



65

64 BEPPE CIARDI (ITALIAN, 1875-1932)

Three river landcapes one signed 'Beppe Ciardi' (lower left), all signed, variously dated '1889-1891-1892', one inscribed 'copia da Guglielmo' and indistinctly inscribed on the reverse oil on panel each $12 \times 19cm$ ($4 \ 3/4 \times 7 \ 1/2in$), framed as one

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900

65 BEPPE CIARDI (ITALIAN, 1875-1932)

Ploughing indistincly signed 'Beppe/Ciardi' (lower right) oil on board 20.5 x 30.5cm (8 1/16 x 12in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,300 - 4,900





66 BEPPE CIARDI (ITALIAN, 1875-1932)

Controluce in Laguna signed and dated 'Beppe/Ciardi' (lower right), also signed on the reverse; inscribed on exhibition labels attached to the reverse oil on canvas $50 \times 100 cm$ (19 11/16 x 39 3/8in).

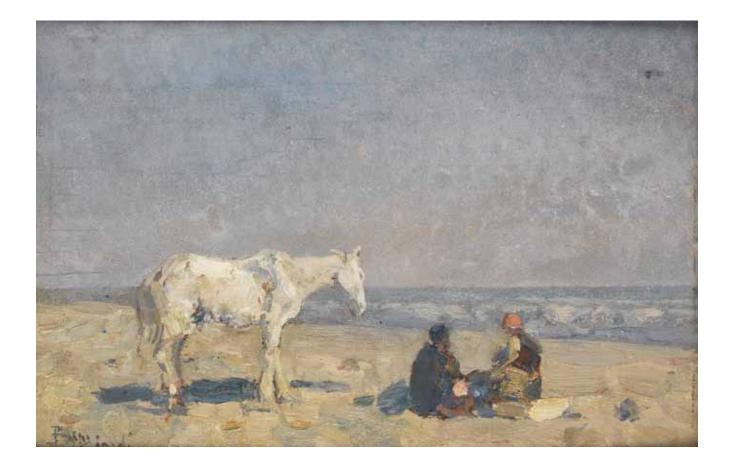
£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000

PROVENANCE

Emilia Ciardi Thence by descent

EXHIBITED

Venice, Mostra Commemorativa della Fondazione della Biennale -Venezia 1935 -XIII



67 BEPPE CIARDI (ITALIAN, 1875-1932)

Figures and a horse on the beach signed 'Beppe/Ciardi' (lower left), also signed on the reverse oil on panel $20.5 \times 31 cm$ (8 1/16 x 12 3/16in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

EXHIBITED

Venice, Mostra Commemorativa della Fondazione della Biennale -Venezia 1935 -XIII



68 BEPPE CIARDI (ITALIAN, 1875-1932)

I frutti della terra signed and dated 'Beppe Ciardi/1892' (lower left), also signed and dated on the reverse and signed and dated on the stretcher; inscribed with title on an old label attached to the reverse oil on canvas $33 \times 36cm$ ($13 \times 14 \ 3/16in$).

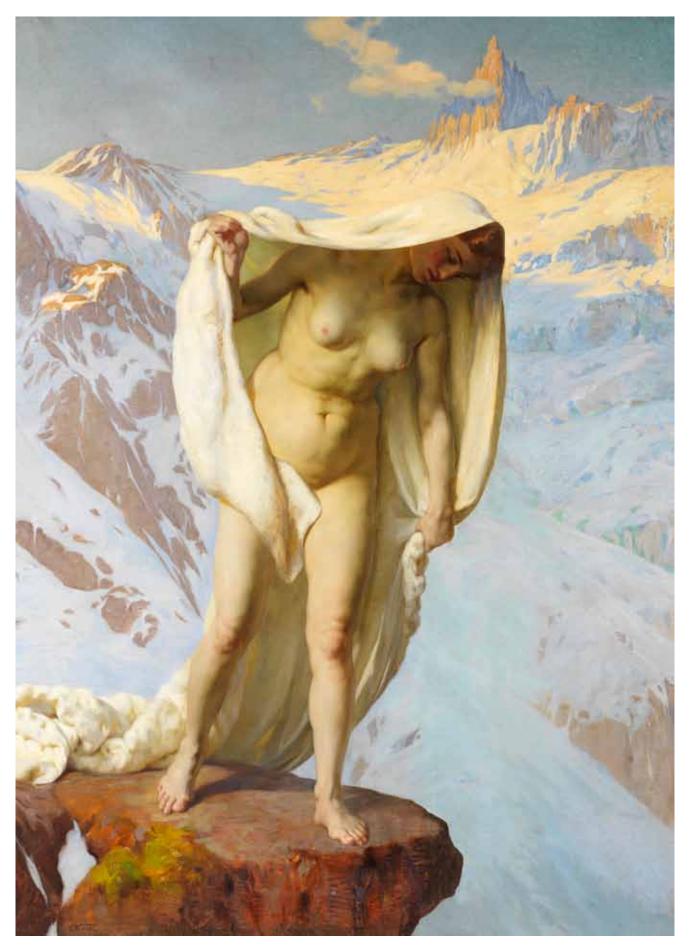
£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900 69 W CESARE VIAZZI (ITALIAN, 1857-1943) Mountain Spirit signed 'C Viazzi' (lower left) oil on canvas 219 x 160cm (86 1/4 x 63in).

£20,000 - 30,000 €24,000 - 36,000 U\$\$33,000 - 49,000

Born in Alessandria, Cesare Viazzi studied under the sculptor and architect Angelo Cavanna, continuing his studies under Andrea Gastaldi, first in Rome then at the Accademia Albertina in Turin.

Viazzi was best known for his portraiture and for his large decorative frescos. He exhibited from 1883, in Rome, Venice and Bologna. In 1893, Viazzi was elected professor of the Accademia Ligustica di Belle Arti in Genoa.

A contemporary critic noted that Viazzi's paintings 'portray the truth of the environment...his only care, his only study, is the tone, the totality of the painting...his painting speaks to the heart.'





70

70

JOHN FREDERICK LEWIS, RA, POWS (BRITISH, 1805-1876)

A Franciscan monk and Spanish country folk on a mountain path watercolour with scratching out 33×45.7 cm (13 x 18in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

PROVENANCE

A. Fairrie Esq.

71

THOMAS ALLOM (BRITISH, 1804-1872)

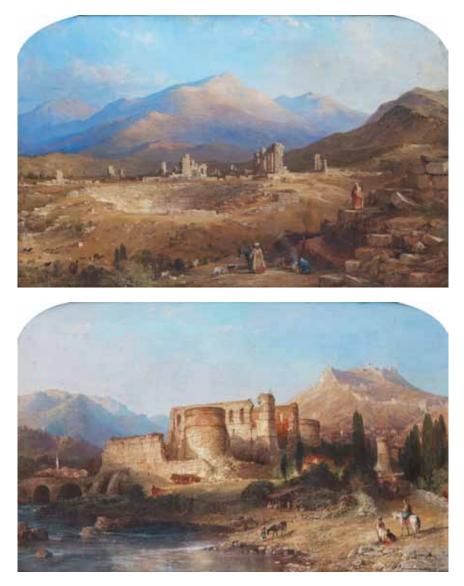
The ancient church of St. John with the Citadel. Pergamos; The ruins of Laodicea a pair, the first signed 'Tho^s. Allom' (lower right), and extensively inscribed on old labels on the reverse oil on canvas, *each 46 x 72cm (18 1/8 x 28 3/8in).* (2)

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

Sale, Christie's, London, 8 February 1899, lot 46 (2 of 7) Property of Lady Llangattock Private collection

ENGRAVED: J. Cousen (Pergamos) and E. Brandard (Laodicea) for G. Virtue, 1863.



71

Thomas Allom was born in March 1804. Articled to the architect Francis Goodwin, he attended the Royal Academy schools as an architectural student from 1828. He was a founder of the Royal Institute of British Architects, of which he became a Fellow in 1860. His reputation largely rests with his numerous designs for albums of topographical steel- engravings that were mostly published between 1828-1845 when he travelled extensively in Great Britain, Belgium France and Turkey.

Standing high above the Aegean Sea sit the ruins of the ancient Greek city of Pergamon. Although the majority of its superb intact monuments can now be found in Berlin's Pergamon Museum, enough remains of the acropolis for the visitor to sense the former greatness of the city that once rivaled Alexandria, Ephesus and Antioch in culture and commerce.

Today the site can be reached from the steep and winding road that leads from the modern Turkish city of Bergama just a few miles away. Upon reaching the ruins, the commanding panoramic view from Pergamon make it easy to understand how this city once dominated the entire region. It was a proud city in its time, its monuments and building were constructed of high-quality white marble in the finest Hellenistic style, and its library rivaled that of the famed library of Alexandria in Egypt.

A city in the western part of Asia Minor, the ruins of which lie near Denizli, about 150 km east of Ephesus, Laodicea was originally known as Diospolis but was evidently rebuilt in the third century BC by Antiochus II and renamed after his wife Laodice. Situated in the fertile valley of the Lycus River, the city lay at the crossroads of major trade routes and was linked by road with cities such as Ephesus and Pergamon.

Even though it had no permanent natural water supply, Laodicea enjoyed great prosperity as a manufacturing and banking centre. During the reign of Nero, the city suffered extensive earthquake damage; however, according to Tacitus, its great wealth enabled it to be rebuilt without any financial aid from Rome. The glossy black wool of Laodicea and the garments made there were widely celebrated; it was the seat of a famous medical school.

During the time of St. John, Laodicea, like Pergamon, was considered one of the seven most important churches in Christianity.

72 EDWARD WILLIAM COOKE, RA (BRITISH, 1811-1880)

The upper floor of Rembrandt's father's mill, Koukerk signed and dated 'E.W.Cooke/1838' (on wall to right of open window) oil on panel $50 \times 61 cm$ (19 11/16 x 24in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

Mr. William Wells Sale, Christie's, London, 10 May 1890, lot 8 Mr. E.I.Nathan Sale, Christie's, London, 20 April 1928 Mr. Williams Private collection, UK

EXHIBITED

London, British Institute, 1839, no. 384

LITERATURE

John Munday, *E.W.Cooke A Man of his Time*, Woodbridge, 1996, Appendix 2: *Catalogue of Paintings in Oils*, 38/18, p.329; Appendix 4: The Itinerary 1824-1879: '1838 Oct. 8 Hazersworde: Rembrandt's mill', p.366

Five paintings of 'Rembrandt's father's mill' are mentioned in the *Catalogue of Paintings in Oils*, three of them being the same size as the present lot including one that depicts the lower chamber of the mill. The other two depict the upper floor and measure 20.5×20.5 cm and 25×32 cm respectively. Four of the paintings were exhibited at the British Institute in 1839.

One of the versions measuring 20.5 x 20.5cm is illustrated in John Munday, *E.W.Cooke A Man of his Time*, Woodbridge, 1996, p.249, 38/4, illus. pl.163 and was sold at Christie's, 25 January 1974 for £550 (lot 116); and Sotheby's *A Great British Collection: The pictures collected by Sir David and Lady Scott*, 19 November 2008 for £31,250 (lot 18).

The version measuring 25×32 cm was sold at Sotheby's Chester, 6 November 1986 for £528 (lot 3192). Both of these versions are cropped compositionally as well as being of smaller dimensions than the present lot.

For an external view of 'Rembrandt's father's mill' see 'The Mill on the Old Rhine near Leiden', John Munday, *E.W.Cooke A Man of his Time*, Woodbridge, 1996, p.107, 38/19, illus. pl. 53.

The present lot is rare example of a Dutch interior, Cooke being mostly pre-occupied with maritime subjects when he travelled around Holland. The fact that this mill was in Rembrandt's family was obviously of great interest to the artist. This is demonstrated by his returning to the subject repeatedly and also a note detailing the link of the mill to the van Rhijn family via Rembrandt's father which Cooke wrote and attached to the back of one of the pictures he exhibited at the British Institute. It was acquired by William Wells who kept an open house for artists, Redleaf, where Cooke stayed frequently.

The well worn steps, the objects hanging on the walls, the old hook holding up the sack for the flour to find at the bottom of the wooden ramp well polished by use. All of these details combine to create a vivid portrait of a place of work. The building seems to have seen better days but still functions and does so with great character, all of which is captured by Cooke who relishes these details as well as the overall composition which draws the eye through the room, past the shutter hanging off its hinge and out to the river beyond. The rich and varied ochres, siennas and umbers that form the palette are a tribute to Rembrandt whilst maintaining the unmistakable economy and strong draughtsmanship of Cooke.





73 HENRY PETHER (BRITISH, ACTIVE 1828-1865) A moonlit View of the Houses of Parliament from the Thames signed 'Henry Pether' (lower left) oil on canvas 58.5 x 89cm (23 1/16 x 35 1/16in).

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000



74 HENRY PETHER (BRITISH, ACTIVE 1828-1865) St. Pauls and the Thames by moonlight signed 'Henry Pether' (lower left)

oil on canvas 51 x 91cm (20 1/16 x 35 13/16in).

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000

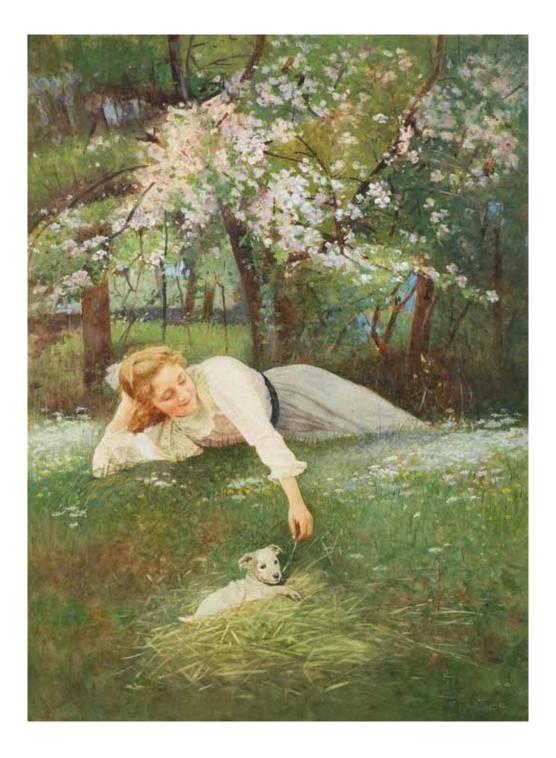


75 CHARLES SILLEM LIDDERDALE, RBA (BRITISH, 1831-1895) In the schoolroom

signed with monogram and dated '76' (lower left) oil on canvas $99 \times 66cm$ (39 x 26in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE Sale, Phillips, London, 30 November, 1999, lot 179 Private collection, UK



76 ALEXANDER M. ROSSI (BRITISH, 1840-1916) Idle moments

signed and dated 'A.M.Rossi/1892' (lower right) watercolour and bodycolour 74 x 54cm (29 1/8 x 21 1/4in).

£5,000 - 8,000 €6,000 - 9,700 US\$8,200 - 13,000



77

HENRY BARNABUS BRIGHT (BRITISH, 1824-1876) The Suitor

signed and dated 'HY/BRIGHT/1869' (lower left) watercolour heightened with bodycolour and gum arabic $45.5 \times 68.5 cm$ (17 $15/16 \times 26 \ 15/16 in$).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000 Little is known about the life and work of Henry Barnabus Bright. Clearly an eccentric, concerned with the politics and social issues of the day, he is recorded as living in Kennington in the early 1870s and exhibited once at The Royal Academy in 1871, where he showed *The Batrachomyomachia: The Battle between the Frogs and the Mice.* This was one of three watercolours offered at Christie's in London (12 June 1992, lots 88-90) and is thought to be one of a series of satirical commentaries on the Franco-Prussian war.

Bright is often confused with not only the Norwich School painter Henry Bright (1814-1873), but with his own son who was also called Henry Bright (1847-1896) and also specialised in pictures of birds.



78 HENRY BARNABUS BRIGHT (BRITISH, 1824-1876)

A Royal visit to the Hornbills signed and dated 'HY/BRIGHT/1869' (lower left) watercolour heightened with bodycolour and gum arabic 47 x 70cm (18 1/2 x 27 9/16in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000



79 JOHN HENRY HENSHALL, RWS (BRITISH, 1856-1928) Beg! signed 'Henry.Henshall RWS' (lower right), signed and inscribed with title on reverse watercolour 25 x 35.5cm (9 13/16 x 14in).

£3,000 - 5,000 €3,600 - 6,000 US\$4,900 - 8,200



80^{*} WILLIAM HENRY MARGETSON (BRITISH, 1861-1940) Springtime signed and dated 'W.H.MARGETSON. 1901' (lower right) oil on panel 45.5 x 25cm (17 15/16 x 9 13/16in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

81^{*} W LAURENCE KOE (BRITISH, ACTIVE 1888-1904) Sappho

signed 'LAURENCE KOE' (lower right) oil on canvas 103 x 127.5cm (40 9/16 x 50 3/16in). in a modern carved Art-Nouveau style frame

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000

Lawrence E. Koe was a portrait painter and sculptor. He is listed as living in Brighton when he first exhibited at The Royal Academy in 1891, but by 1894 he had moved to London where he appears to have settled for the remainder of his life.

Koe exhibited widely; over twenty times at The Royal Academy, but also at the ROI, The Royal Society of Artists in Birmingham and the Walker Art Gallery in Liverpool. Most of his exhibited works were portraits, and among his sitters were the wives of fellow artists Harold Speed RP (1872-1957) and Harold Piffard (fl. 1895-1899).

In 1896 Koe exhibited *Venus and Tännhauser* at the Royal Academy, now in the permanent collection Brighton Museum and Art Gallery and he showed *Sappho* two years later. He clearly shows the influence of other artists working at the same time, notably Arthur Hacker RA (1858-1919) Herbert James Draper (1864-192) who exhibited *The Lament for Icarus* (Tate Gallery) in the same year.



Laurence Koe, Venus and Tännhauser, 1896. ©The Royal Pavillion & Museums, Brighton & Hove.





82 AR W

FRANK O. SALISBURY, RI, ROI, RP (BRITISH, 1874-1962)

Cleopatra dancing in front of Commodus signed 'Frank O Salisbury' (lower left), indistinctly inscribed on remnants of an old exhibition label on the reverse oil on canvas 101.5 x 127cm (39 15/16 x 50in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

EXHIBITED

London, ROI



83 WILLIAM KAY BLACKLOCK (BRITISH, ACTIVE 1897-1921)

A captive audience signed and dated 'W.KAY BLACKLOCK. 1911' (lower right) oil on canvas 64 x 77cm (25 3/16 x 30 5/16in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

Sale, Christie's, London, 6 March 1998, lot 9 with MacConnal-Mason & Son, Ltd Sale, Christie's, London, 3 September 2008, lot 36 Private collection, UK



84 LOUIS WAIN (BRITISH, 1860-1939) The Maypole

signed 'Louis Wain.' (lower right) oil on canvas 57.5 x 83cm (22 5/8 x 32 11/16in).

The lot also includes a copy of the advertising postcard featuring the work and copies of the board meeting minutes relating to its commission.

£12,000 - 18,000 €15,000 - 22,000 US\$20,000 - 30,000

PROVENANCE

Copley Marshall Ltd. Private collection, UK

The present work was commissioned from Wain in 1905 by Copley Marshall Ltd., a Huddersfield based dying and mercerising company where it was reproduced as an advertising postcard for their 'Wildspur Lustre Yarns'. The minutes of the board meeting on 30th January 1905 record:

'Mr Ashburner's scheme of advertising by showcard and picture postcard be adopted and that Mr Ashburner be instructed to obtain an oil painting by Louis Wain for this purpose..'.

It was further recorded at the same meeting that a sum of £500 was approved for this advertising scheme.



85 W SIR HARRY HAMILTON JOHNSTON (BRITISH, 1858-1927) A Congregation of Crowned Cranes

inscribed on the stretcher 'SIR HARRY JOHNSTON 27 Chester Terrace N.W.' oil on canvas $76.5 \times 115cm$ (30 1/8 x 45 1/4in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

PROVENANCE Purchased from the artist by the current owner's father Thence by descent

EXHIBITED London, Royal Academy, 1905, no. 754

ILLUSTRATED Royal Academy Illustrated, 1905, p.126

The present work was painted on the shores of Lake Albert.











86 **FREDERICK EDWARD JOSEPH GOFF (BRITISH, 1855-1931)** Greenwich; Tower of London; Blackfriar's Bridge; St. Paul's; Westminster

a set of five, each signed 'FRED E. J. GOFF' and four inscribed with titles (two lower left, three lower right) watercolour,

each 11.5 x 15.5cm (4 1/2 x 6 1/8in). (5)

£3,000 - 5,000 €3,600 - 6,000 US\$4,900 - 8,200



87

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

A shepherd driving his flock; A view through the trees a pair of vignettes, both signed and dated 'Atkinson Grimshaw 1876+' (lower right) watercolour, oval, each 16 x 11cm (6 5/16 x 4 5/16in). (2)

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000 88^{*} AR LOUIS H. GRIMSHAW (BRITISH, 1870-1944) King's Bench Walk, Temple Gardens

signed and dated 'Louis Grimshaw/1902' (lower left), inscribed 'King's Bench Walk/Temple Gardens/Louis Grimshaw/1902' on reverse oil on board $30.5 \times 46cm$ (12 x 18 1/8in).

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000

PROVENANCE

Sale, Sotheby's, London, 14 July 1983, lot 175 Sale, Sotheby's, London, 15 June 1988, lot 169 (one of a pair with *The Royal Exchange*) Private collection, Japan



89 JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

At the park gate signed 'Atkinson Grimshaw' (lower right) oil on canvas 51 x 61cm (20 1/16 x 24in).

£150,000 - 200,000 €180,000 - 240,000 US\$250,000 - 330,000

PROVENANCE

with Arthur Jeffres, London with Bury Gallery, London C Matthew Dick collection Sale, Christie's, New York, 25 October 1996, lot 225 with Richard Green Fine Paintings, London, 1998 Private collection, UK

EXHIBITED

London, Richard Green Fine Paintings, *John Atkinson Grimshaw 1836-1983*, 1998, no. 11

According to previous catalogue entries, this work is signed, inscribed with title and dated 1878 on the reverse.





90

SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898) St. John the Baptist

inscribed 'THE VOICE OF ONE CRYING IN THE WILDERNESS/PREPARE YE THE WAY OF THE LORD/MAKE HIS PATHS STRAIGHT/ EVERY VALLEY SHALL BE/FILLED, AND EVERY/ MOUNTAIN AND HILL/SHALL BE BROUGHT/LOW/ AND THE CROOKED/SHALL BE MADE/STRAIGHT AND/THE ROUGH/WAYS SHALL/BE MADE/ SMOOTH' (upper left) pen and ink, wash and scratching out 22 x 12.5cm (8 11/16 x 4 15/16in).

£3,000 - 5,000 €3,600 - 6,000 US\$4,900 - 8,200

PROVENANCE

Private collection of Sir Albert Richardson PRA Gifted to the family of the present owners



91 W EDWARD CLIFFORD (BRITISH, 1844-1907)

A lunch party at Ashridge House depicting from left to right: Vicount de Vesci, Colonel the Hon. Reg Talbot, Vicountess de Vesci, the Hon. Mrs R Talbot, the Countess Brownlow, Miss Pamela Wyndham, the Hon. Alfred Talbot, Lady Alice Garford, Mr Harry East, the Hon. Mrs Percy Wyndham, the Earl of Pembroke, the Countess of Pembroke, the Countess Cowper, Admiral Hon. W Carpenter, the Earl Brownlow, Constance Marchioness of Lothian

signed and dated 'Edward Clifford 1892.' (lower left), inscribed with the names of the guests throughout

watercolour and bodycolour, paper collage laid on canvas 86 x 140.5cm (33 7/8 x 55 5/16in).

£3,000 - 5,000 €3,600 - 6,000 US\$4,900 - 8,200

The setting for this gathering is the rose garden at Ashridge House, the seat of the Earls of Brownlow. The 3rd Earl of Brownlow and his wife the Countess Brownlow are hosting the party which includes many leading influential aristocrats and politicians of the day. The formal arrangement of figures promotes the idea of a painting commissioned to record this particular gathering and works primarily as a chronicle of the event. The inscription of the names of the sitters is further evidence of this. It calls to mind other paintings by Edward Clifford where he was commissioned to record a specific event with portraits of the protagonists being an important function of the picture such as *Broadlands Conference at Lord Mount Temples House*.

The figures portrayed are all highly linked by marriage and politics. There are no less than four Conservative MPs depicted and also Mrs. Percy Wyndham whose husband was also a leading Conservative MP. Some of the figures would have moved in specific circles such as *The Souls* which was a group that sought social meetings without the charged subject of Gladstone's policy on Irish Home Rule overshadowing events, this was at its height in the early 1890s. The gathering pictured here is more likely to be a celebration of families linked by marriage and friendship with the political similarities being a secondary issue.

The Ashridge estate passed to the Brownlows in 1848. It had recently been developed by James Wyatt and is now seen as an important example of the Early Gothic Revival style. The castellated parapet is visible in the upper edge of the picture. The link with Conservatism was further strengthened in the 20th century when in 1921 the house was purchased and donated to the Conservative party.

Many of the sitters had or would go on to be painted by other leading artists such as John Singer Sargent, and Frederic, Lord Leighton but Edward Clifford was the artist of choice for many of the group. He painted the portrait of the Viscountess de Vesci in the same year, 1892. He also painted the portrait of the Hon. Mrs. Talbot, both women stand next to each other in the present lot.

92

SIR JOHN EVERETT MILLAIS, PRA (BRITISH, 1829-1896)

A dream at dawn signed with monogram and dated '1868' (lower right) watercolour 24.5 x 17.5cm (9 5/8 x 6 7/8in).

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000

PROVENANCE

Collection of Sir John Fowler Bart. of Thornwood House, Campden Hill, 1896 with Thomas Agnew & Sons Collection of Barnet Lewis Esq., 1930 Private collection, UK

EXHIBITED

London, Grosvenor Gallery, Winter Exhibition, 1878-1879, no. 825 London, Guildhall, *Loan Exhibition of Water-colour drawings*, 1896 London, Palace of Fine-Arts, *Franco-British Exhibition*, May-October 1908

LITERATURE

The Examiner, 11 Jan 1879 Pall Mall Gazette, 30 January 1879

By the time the present lot was painted, Millais was highly regarded, not least for his portraiture, in which he was considered a 'perfect master of his craft' (*Pall Mall Gazette* 'The Royal Academy Exhibition, First Article' 10 May 1869). The title of the present work seems to have altered slightly during it's extensive exhibition history. Entitled 'A Morning dream at Dawn' on a label in the artist's hand, with the word 'morning' struck through, the work is variously listed as 'A Dream of the Dawn' and 'A Dream of Dawn'. Millais exhibited a work entitled *A Dream of Dawn* at the Royal Academy in 1869 (no. 597), which may be an oil version of the present lot, just as *The Minuet*, lot 93 in this sale, was a watercolour version of an larger oil shown at the Academy in 1867.

The Royal Academy submission entitled *A Dream of Dawn* does not recieve specific mention in contemporary reviews of the exhibition, being eclipsed by a number of the artist's other submissions for that year, not least his portrait of *Nina, daughter of Frederick Lehmann Esq* (no. 127), which *The Era* describes as 'a bit of loveliness...anything more graceful, more delicate and refined... cannot be concieved. ('Exhibition of the Royal Academy of Arts, First Notice' 9 May 1869). The *Pall Mall Gazette* is equally effusive, commenting that 'Mr. Millais, as usual, leaves a more powerful impression on the memory than any other artists.' and reserves special praise for the portrait of Nina Lehmann, 'an instance of his amazing vigour in its happiest exercise'. (*Pall Mall Gazette*, 'The Royal Academy Exhibition, First Article', 10 May 1869).

The present lot was shown at The Grosvenor Gallery Winter exhibition in 1878-79, a vast exhibition of more than 1,100 works on paper, split between 787 drawings by 'deceased artists' with the remainder of the submissions coming from living artists. Contemporary reviews were mixed; the *Pall Mall Gazette*, overwhelmed by the sheer volume of works on display, asked 'who in this busy metropolis -artist, connoisseur, or critic- can find time for the minute examination of 787 drawings in one gallery?' ('The Grosvenor Gallery, First Notice' 4 January 1879). The Gazette was equally unsure as to the wisdom of displaying modern works alongside the Old Masters: 'the amateur element...is by no means absent...certainly not what the Grosvenor Gallery exhibitions were expected to be.' (ibid). The Examiner however, was more complimentary of the exhibition, noting that 'the modern masters of watercolour have surpassed their predecessors and teachers...they endeavour, it seems, to interpret Nature in every mood possible to her' ('The Grosvenor Gallery, Second Notice' 11 January 1879').

Where both reviewers are in unison, however, is in singling out the present lot for special mention. *The Examiner* calling it 'a delightful little work by Mr. Millais' (ibid); the *Pall Mall Gazette* is equally complimentary:

'A few important works must, however, be touched upon. Mr. Millais's "A Dream at Dawn" (825) is of small size, but a gem of its kind. The artist has seldom created a more beautiful type than the lady in a white flowing dress, leaning over a balcony encircled by blossoms and all kinds of greenery. The expression of the head is full of intense passion, although there is a certain dreamy vagueness in the eyes waiting for the dawn.' ('The Grosvenor Gallery, Second Notice' 30 January 1879')

ILAN COFFICE COLUMN 1 17 VICENER SPILLER PHOT ALBERTY & SECTOR LONDON.



93 SIR JOHN EVERETT MILLAIS. PRA (BRITISH. 1829-1896)

The Minuet signed with monogram (lower right) watercolour 10 x 25.5cm (3 15/16 x 10 1/16in).

£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000

PROVENANCE

with Thomas Agnew and Son, Manchester, from the artist unknown buyer, recorded as 'James', 1 December 1867 with Thomas Agnew and Son, Manchester Abraham Haworth, purchased 12 February 1873 John Goodier Haworth Thence by descent

EXHIBITED

Manchester, Royal Jubilee Exhibition, 1887, no. 1432 London, Guildhall, *Loan exhibition of water-colour drawings*, 1896

LITERATURE

Ex. cat, *Royal Jubilee Exhibition* (1887, Manchester), no. 1432 Walter Armstrong, *Critical notes reprinted from the 'Manchester Guardian'*, Royal Jubilee Exhibition, Fine Art Section (Manchester, 1887), p. 54

The provenance of the present lot reveals much about the art world of the 1860s and 1870s. Millais was at the height of his powers when it was produced and the art dealers Thomas Agnew & Sons in Manchester acquired it directly from the artist. The eventual owner was Abraham Haworth, a successful textile merchant based near Manchester. This is typical of the time when there was a great demand for art, particularly modern British masters, from the class of merchants, bankers and industrialists who had made Britain's industrial cities so wealthy in the course of the 19th century.

Abraham and his brother Jesse Haworth were collectors with wide interests, from paintings to Wedgewood porcelain. The extent of their painting collections is demonstrated by the selection of works they lent to the *Royal Jubilee Exhibition*, 1887. Abraham lent 21 pictures including works by JMW Turner, Holman Hunt and Millais, including the present lot.

The first known version of *The Minuet* was painted in oils in 1866 and exhibited at the RA in 1867. It was also acquired by Agnews and sold to the civil engineering contractor Sir John Kelk. It was such a success that there was a demand for versions of the picture, Millais responded by painting two more versions, one in watercolour being the present lot, the other now in the *Kunsthalle* in Hamburg.

It depicts Millais's first daughter, Effie, curtsying as her aunt Alice Gray plays the piano. It is a good example of Millais adding new energy to the genre of child portraits and child genre scenes that had been popularized by Reynolds in the preceding century, the Rococo tapestry behind further enhances this link, as does the blue and white china tea set seen on the George III chair. The red of the child's dress and the front-on pose also recalls the Spanish Infantas in Velasquez's royal commissions. This admiration for Velasquez and Reynolds is evident in Millais's work from his early career onwards with his RA diploma picture entitled *A Souvenir of Velasquez*. The debt to the 18th and 17th centuries is clear but the daring cropping of the left hand figure, chair and candelabra also show how Millais was also in touch with more recent developments in Paris and London.



94*****

PHILIP DE LÁSZLÓ (HUNGARIAN, 1869-1937)

Portrait of Mrs John W. Davis, née Ellen G. Bassel signed, inscribed and dated 'de László/1920.august.London' (lower left) oil on canvas 83 x 57cm (32 11/16 x 22 7/16in).

£7,000 - 10,000 €8,500 - 12,000 US\$11,000 - 16,000

PROVENANCE

Private collection, USA

EXHIBITED

Washington, D.C., The Corcoran Gallery, *Paintings by Philip A. de László*, 26 February-20 March 1921, cat.no.30 New York, M. Knoedler & Co., *Paintings by Philip A. de László*, 4-16 April 1921, cat.no.8

LITERATURE

The Washington Post, Sunday, 13 March 1921, p.7 Owen Rutter, *Portrait of a Painter*, London, 1939, p.344 William H. Harbaugh, *Lawyer's Lawyer: The Life of John W. Davis*, Oxford University Press, New York, 1973, p.146 (ill.pp.272 & 273) William D. Theriault, *Julia Davis: A Literary Biography*, 1992. Web.10 April 2013

Garland S. Tucker III, *The High Tide of American Conservatism: Davis, Coolidge, and the 1924 Election*, Emerald Book Co., 2010 (ill.p.129)

De László painted both the sitter and her husband, John W. Davis in 1920, while the latter was U.S. Ambassador to the Court of St James's (1918-1921). The artist 'not wholly satisfied with the blandness of the official portrait of the Ambassador,' made a second portrait of him two years later (Harbaugh, *op.cit*). It was Mrs. Davis who persuaded her husband to sit for the artist and he was so struck by her beauty that he insisted on painting her as well.

Ellen 'Nell' Graham Bassel was born 26 January 1869 in Clarksburg, West Virginia, the daughter of John Bassel (1840-1914), a well-known lawyer in Clarksburg, and his wife Martha Lewis (1841-1912). As a young woman, Ellen and her five sisters aspired 'to lead the fast set' in Clarksburg (Tucker, *op.cit*, p.117). The sitter married firstly Charles Walter List, 7 November 1894, however, she divorced him as a result of his addictions and adulterous behavior.

John W. Davis (1873-1955) and the sitter had known each other growing-up in Clarksburg. From 1907, as their relationship developed, there were strong objections from his family owing to her status as a divorcée. These were eventually overcome and they married 2 January 1912, at the rectory of the Episcopal Church in Clarksburg. Davis was serving at this time in the House of Representatives for West Virginia and was appointed the following year as Solicitor General of the United States. The couple made their home in Washington, D.C., where the sitter 'made sure that [her husband] wore the right clothes, met the right people, and kept his appointments. She freed him from the responsibilities of daily life so that he could do what he did best, practice law and diplomacy' (William D. Theriault, *Julia Davis: A Literary Biography*, 1992).

President Woodrow Wilson appointed John W. Davis as the U.S. Ambassador to the Court of St. James's in September 1918. *The Times* in London described the couple as 'among the best liked personages' in official life in Washington (*The Times* (London), 20 September 1918). In London the sitter was of great assistance to him, and was described as 'the handsomest woman who had presided at the American embassy in 50 years' ('Mrs John W. Davis', *The New York Sun*, 14 July 1943).

On their return to the United States in 1921 Davis again took up private law practice and established himself in New York City as one of the nation's leading corporate lawyers. The sitter continued to be a great support to her husband in his career, which included his loss as the Democratic candidate in the presidential election of 1924 to Republican incumbent Calvin Coolidge. Julia Davis, his daughter from his first marriage, reflected that Ellen, 'made him an excellent wife. He never would have gone as far afterwards as he did because his attitude toward a new job was always that he was afraid he couldn't handle it...He got over it, but she brought him out' (Theriault, *op.cit.*)

Ellen Davis and her husband maintained a town house in New York at 2 East 88th St. and a country home, Mattapan, in Lattingtown, Locust Valley, on the North Shore of Long Island, New York. At Mattapan the sitter enjoyed cultivating prize-winning flowers and she was a member of the Colony Club in New York, as well as being active on behalf of a number of philanthropic causes.

Ellen Davis died 13 July 1943 at the age of 74, after a long illness. Her last days were spent at the home of a friend in Locust Valley, having been displaced from Mattapan by a fire shortly before. Her husband survived her until 1955.

We are grateful to Katherine Field and Matt Davies for compiling the catalogue entry for this portrait, which will be included in the Philip de László catalogue raisonné, currently presented in progress online: www.delaszlocatalogueraisonne.com

The Hon. Mrs de Laszlo and a team of editors are compiling the catalogue raisonné of the artist's entire *oeuvre*. Katherine Field is the British and Canadian Editor and Matt Davies is the American Editor. Please see www.delaszloarchivetrust.com or contact catalogue@ delaszlo.com for more information or to offer any contribution.





95

LOUIS WELDEN HAWKINS (BRITISH, 1849-1910)

By the cottage steps signed 'L WELDEN HAWKINS' (upper left) oil on canvas 84 x 47cm (33 1/16 x 18 1/2in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

Louis Welden Hawkins was born in Germany to English parents. As a young man he attended the Académie Julian, under W. A. Bouguereau and Jules Lefebvre, and the Académie des Beaux-Arts under Gustave Boulanger.

Despite studying under three such luminaries of Academy painting, Hawkins' most profound influences were Jules Bastien-Lepage, the great champion of Realism, and the Symbolist Pierre Puvis de Chavannes. In the 1870s, Hawkins was drawn to the 'pretty and very melancholy village' (as Robert Louis Stevenson described it) of Grezsur-Loing, close to the Forest of Fontainbleau, where a community of artists was being established. John Singer Sargent was an early visitor, describing Grez as 'a veritable nest of bohemians'. By the 1880s, the community boasted an impressive colony of artists, such as William Stott of Oldham, James Guthrie, Arthur Melville, John Lavery and Roderic O'Connor, and the walls of many major European exhibitions were adorned with works painted in the picturesque village.

Hawkins first exhibited at the Paris Salon in 1881; his large canvas *Les Orphelins* was greeted with great critical acclaim and purchased for the Nation. He continued to exhibit at the Salon, as well as at La Société des Artistes Francais, showing Grez subjects alongside his contemporaries such as Stott, O'Meara and Sargent.

Hawkins' style gradually developed a more Symbolist tendency, exhibiting alongside his hero Puvis de Chavannes at the Salon de la Société Nationale des Beaux Artes from 1894–1911, and at the radical Salon de la Rose+Croix from 1894–95. However the artist continued to produce *plein air* works throughout his career, many painted in Brittany, where the artist spent his later years.



96

SIR ALFRED EAST, RA, RI, PRBA (BRITISH, 1849-1913)

The Lambourne Valley signed 'ALFRED/EAST' (lower right), also signed and inscribed with title and artist's address on the reverse oil on canvas $81 \times 101.5cm$ (31 7/8 x 39 15/16in). in a carved wooden frame

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

PROVENANCE

Ex Lady Lever Collection (according to a label on the reserve) Sale, Christie's, London, 6 June 1958, lot 114 Private collection

The present lot is very similar to a work exhibited at Royal Academy, 1902, no. 132 entitled *The Valley of the Lambourne*, illustrated in colour in the 1902 Royal Academy illustrated.



₉₇ AR SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)

Stamboul signed with initials, inscribed and dated 'STAMBOUL.90.FB' (lower right) oil on canvas $32 \times 44cm$ (12 5/8 x 17 5/16in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

PROVENANCE

with The Fine Art Society Ltd., London, 1945 Private collection, UK

LITERATURE

Dr. Libby Horner, Frank Brangwyn Catalogue Raisonné, O4978

Brangwyn travelled to Turkey and Romania in 1890 as the titles of a number of works testify, mentioning the Golden Horn, Black Sea, Scutari and Ibrail. This particular work is not mentioned in Vincent Galloway's *The Oil and Mural Paintings of Sir Frank Brangwyn*, 1962 but the book is not definitive and the inscription, composition, figures, brushwork, colours, the bravery of the large unmarked sandy coloured square in the foreground, the architectural detail of the buildings, the stance of the figures which dissolve into mere fragments of colour on close inspection all testify to the artist's hand. Some parts of the canvas have been left unpainted, a trait more often found in the artist's watercolours.

The frame is Brangwyn's favoured Flemish design which was probably made by his preferred framer Alfred Stiles. If the frame is contemporary with the painting it would suggest that the artist regarded the present lot as one of his better works.

We are grateful to Dr. Libby Horner for her assistance in cataloguing this lot.



₉₈ AR SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)

Market scene, Jaffa signed, inscribed and dated 'Frank Brangwyn. Jaffa 1890' (lower left) oil on panel $50.5 \times 61 cm$ (19 7/8 x 24in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

with H & P De Casseres, Harrogate Purchased in August 1941 for £65 Thence by descent

LITERATURE

Dr. Libby Horner, Frank Brangwyn Catalogue Raisonné, O3353

The present lot is typical of Brangwyn's work of this period with a brave expanse of plain sandy ground foreground and the lively bustle of a covered market set against sun bleached city walls, the minaret or perhaps bell tower of St Peter's poking into a clear blue sky. The figures have Brangwyn's ease about them and the dots of brilliant red are part of the artist's signature.

1890 was an exceptionally busy year for Brangwyn, he produced a large number of oil paintings, especially in Ibrail and round the Bosphorous; whether he actually visited Jaffa is unknown - if not he may have been working from a photograph.

We are grateful to Dr. Libby Horner for her assistance in cataloguing this lot.

99 AR STANHOPE ALEXANDER FORBES, RA (BRITISH, 1857-1947)

The Quayside, Newlyn signed and dated 'Stanhope A Forbes./1907.' (lower left) oil on canvas $92 \times 72.5 cm$ (36 1/4 x 28 9/16in).

£50,000 - 70,000 €60,000 - 85,000 US\$82,000 - 110,000

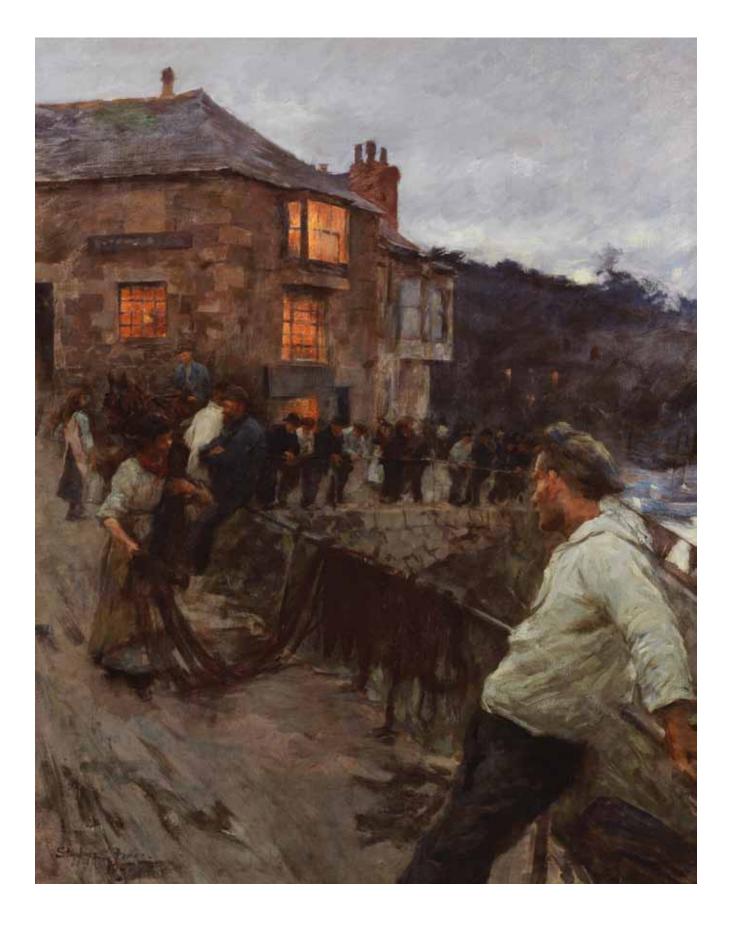
PROVENANCE

with The Fine Art Society, 1983

The building in the background of Forbes's depiction of the Newlyn Quayside is the Seamen's Mission building, its windows warmly illuminated in the twilight. The painting evokes the busy and communal atmosphere of the Newlyn waterfront. A woman is folding fishing nets over the rail which forms such a strong diagonal leading into the middle of the composition. This diagonal is balanced by the foreground character, whose gaze we follow up the hill into the crowd. It is evidence of how Forbes was still experimenting with compositional devices well into the twentieth century.

Forbes displays his mastery of capturing the gloaming which the fishermen would often have arrived back at shore in. The evening setting and the glow of the light from the windows place it in a strong tradition in his work including *The letter* (RA 1898, no. 365, Plymouth Art Gallery), *Lighting up time* (RA 1902, no. 40, Penlee Museum) and *Out into the dark and silence* (sold in these rooms 10 July 2013 for £186,000).

The quayside would have been the centre of the community, filled with fishermen and other people who relied on the fishing industry for their living. Forbes would have been known to all these figures, by this time he was acknowledged as the father of the Newlyn School of Painters and was well known in the town. It is paintings such as the present lot that give the viewer an insight into Forbes's enduring interest in the life of Newlyn and its inhabitants.





100 ELIZABETH ADELA STANHOPE FORBES, ARWS (CANADIAN, 1859-1912) Picnic in the woods signed 'EA FORBES' (lower left)

oil on canvas 61.5 x 30.5cm (24 3/16 x 12in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000



101 W EDWIN HARRIS, RBSA (BRITISH, 1855-1906) Sunday best signed 'Edwin Harris.' (lower left) oil on canvas 153 x 81cm (60 1/4 x 31 7/8in).

£7,000 - 10,000 €8,500 - 12,000 US\$11,000 - 16,000



102 HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

Along the Italian Riviera: boats in Monaco harbour signed and dated 'H.S.TUKE 1904' (upper right) watercolour *17 x 25cm (6 11/16 x 9 13/16in).*

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900

PROVENANCE

with Roy Miles Private collection

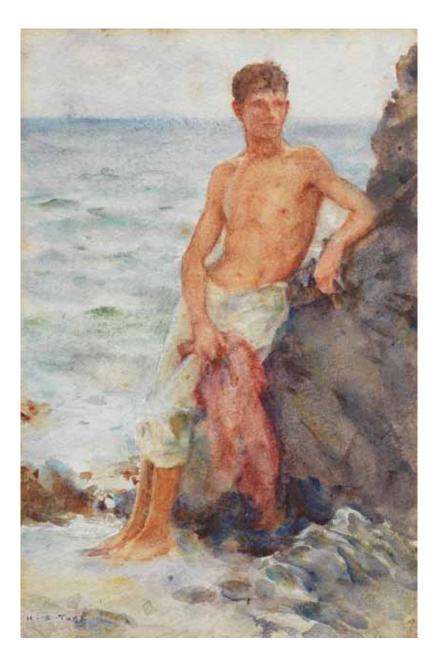
EXHIBITED

London, Dowdeswells Galleries, 1904, no. 14 Falmouth Art Gallery, 1989

The present lot is recorded in the Tuke register as R422, and is one of 55 watercolours that Tuke painted along the coast from Marseilles to Leghorn, during a 3 month trip in 1904. The flag in the centre of the composition is the Italian nautical flag.

The work was exhibited as no. 14 in Tuke's only one man exhibition at Dowdeswell's in New Bond Street in June-July 1904.

We are grateful to Catherine Wallace for her assistance in cataloguing this lot.



103 HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929) The bather signed 'H . S .TUKE' (lower left) watercolour 21 x 13.5cm (8 1/4 x 5 5/16in).

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900

The present lot is a typical example of the many 'Beach studies' (as Tuke liked to call them) which the artist produced from around 1913 through to the 1920s.

We are grateful to Catherine Wallace for her assistance in cataloguing this lot.

104 HAROLD HARVEY (BRITISH, 1874-1941)

An interior signed and dated 'Harold. Harvey.1919' (lower right) oil on canvas $61 \times 50.5 cm$ (24 x 19 7/8in). with a study of seaweed gatherers on the reverse

£20,000 - 30,000 €24,000 - 36,000

US\$33,000 - 49,000

PROVENANCE

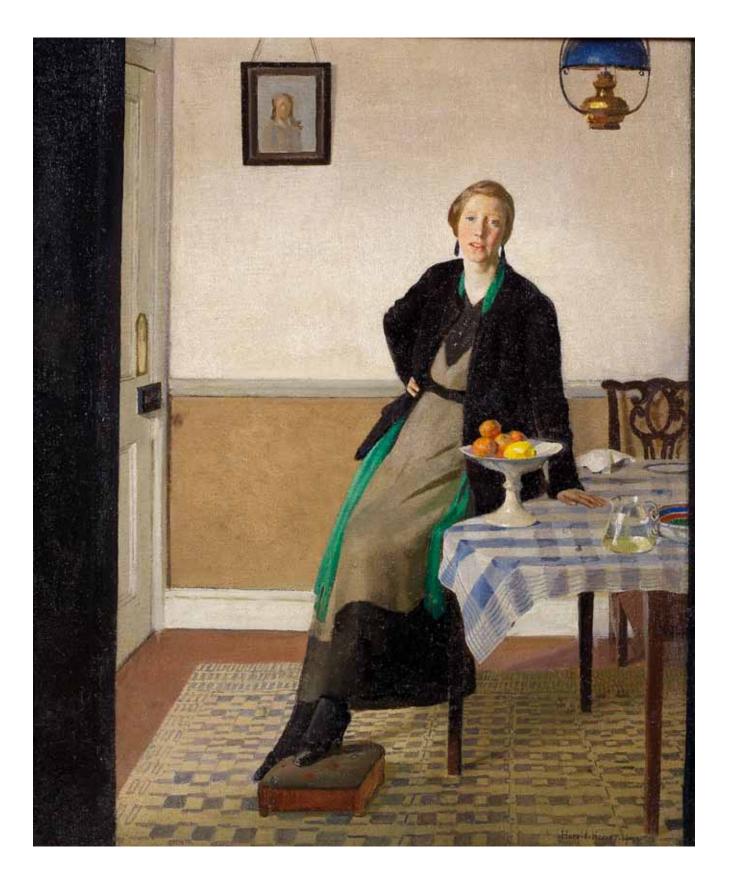
Sale, Christie's, London, 8 March 1990, lot 26 Private collection, UK

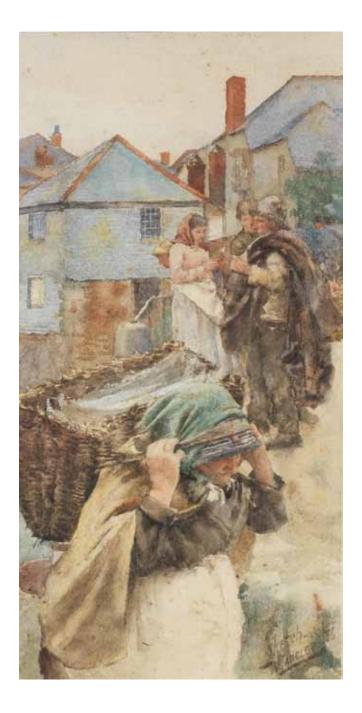
EXHIBITED

London, Leicester Galleries, *Paintings of Cornish Life and Landscape by Harold and Gertrude Harvey*, October 1920, no. 32

LITERATURE

The Colour Magazine, Vol. XIII, December 1920, no. 5, p. 90, illustrated





105 WALTER LANGLEY, RI (BRITISH, 1852-1922)

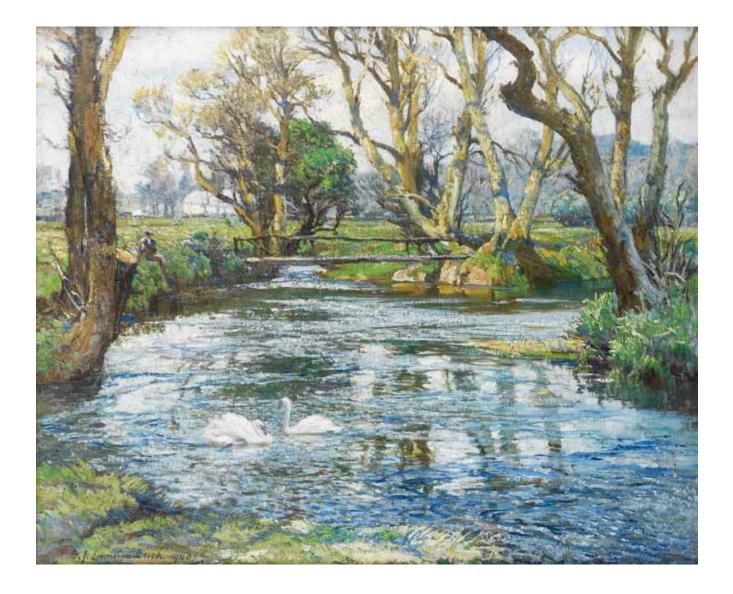
Going to market signed, inscribed and dated 'Sketch./W.LANGLEY /85' (lower right) watercolour 34 x 16.5cm (13 3/8 x 6 1/2in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000 Roger Langley suggests that the present work is a study for the 1885 work *Going to Market*, a larger watercolour exhibited at the RI in 1885, and later shown in Birmingham in 1923, and not located since then.

Roger Langley notes that Walter Langley 'seldom used the word sketch...it may well be that he made a smaller copy- perhaps...for a friend or family member'.

The figure in the foreground is most likely to be Blanche Courtenay, who is listed in the 1881 Newlyn census as a 'Fish Buyer'. Blanche modelled for Langley in a number of important works, notably *Among the missing* (1884), *Waiting for the boats* (1885) and *Disaster* (1889).

We are grateful to Roger Langley for his assistance in cataloguing this lot.

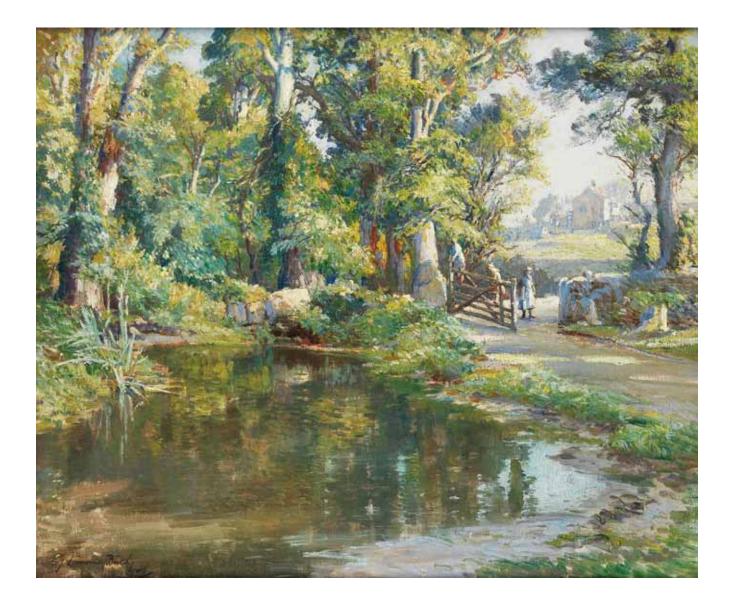


106 AR SAMUEL JOHN LAMORNA BIRCH, RA, RWS, RWA (BRITISH, 1869-1955)

April singing the buds of May signed and dated 'S.J. Lamorna Birch 1940.' (lower left), signed and inscribed with title on artist's label attached to the reverse oil on canvas $51 \times 61 cm$ (20 1/16 x 24in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

PROVENANCE Purchased directly from the artist Thence by descent



107 AR SAMUEL JOHN LAMORNA BIRCH, RA, RWS, RWA (BRITISH, 1869-1955)

In the quiet of our valley, Hoskings Mill, Lamorna signed and dated 'S J. Lamorna Birch./1940' (lower left), signed and inscribed with title on artist's label attached to the reverse oil on canvas $63.5 \times 76.5 cm$ (25×30 1/8in).

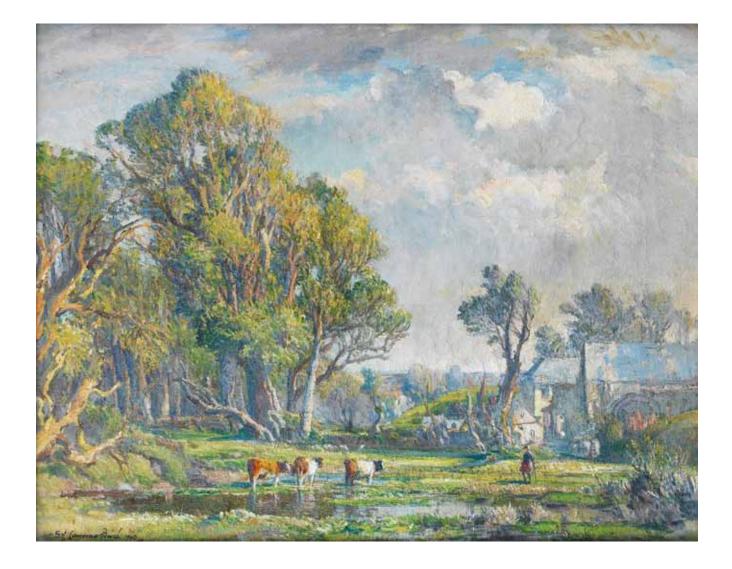
£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

PROVENANCE

Purchased directly from the artist Thence by descent

EXHIBITED

(probably) London, Royal Academy, 1940, no. 76 as *The Quiet of our Valley, Lamorna*.



108 AR SAMUEL JOHN LAMORNA BIRCH, RA, RWS, RWA (BRITISH, 1869-1955)

Fresh wind and showers of a May day, Clapper Mill, Lamorna signed and dated 'S. J. Lamorna Birch 1940/39' (lower left), signed and inscribed with title on artist's label attached to the reverse oil on canvas

61.5 x 76.5cm (24 3/16 x 30 1/8in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

PROVENANCE Purchased directly from the artist Thence by descent

SIR ALFRED JAMES MUNNINGS



109 AR SIR ALFRED JAMES MUNNINGS, PRA, RWS (BRITISH, 1878-

1959) The Fair inscribed on an old label attached to the reverse 'A.J. Munnings/ Lamorna.Penzance/The Fair' oil on canvas 50.8 x 61cm (20 x 24in).

£150,000 - 250,000 €180,000 - 300,000 US\$250,000 - 410,000

PROVENANCE

M Douglas Anderson Esq., Ashborne, Milliken Park; bought from the artist for £35 Thence by family descent Private collection, UK

EXHIBITED

Royal Scottish Academy, 1916, no. 344, lent by M Douglas Anderson Esq.

Rural horse fairs in Great Britain and Ireland have been the mainstay of the trade in horses for centuries. They usually took place once or twice every week in market towns all over the country and hundreds of horses were inspected and purchased for agriculture, transport, sport and leisure. Fairs were simply an inexorable part of country life.

As the son of one of the largest millers in the Waveney valley, Munnings would have been familar with horse fairs from an early age. The hustle and bustle, excitement and myriad colours proved to be a lasting inspiration as he returned to the theme numerous times.

There are two other known oils showing a rearing horse at an Irish fair, the earliest example (see 1902, *Mastery of Munnings*, exhibition catalogue page 15) shows an unruly horse refusing to move forward, a common enough sight at a rural fair such as this. Indeed the subject matter appealed to the artist to such an extent that he chose to present *The Kilkenny Horse Fair* as his diploma work following his election to the Royal Academy in 1925.

Munnings chooses to paint a horse who is clearly not cooperating with the handlers. As the horse rears and twists, dust and dirt swirl around obscuring the onlookers in the distance. Many of the characters appear relaxed suggesting that the scene has been playing out for some time. This calm is in stark contrast to the pose of the bald man to the left who is clearly prepared for anything as the drama unfolds.

We are grateful to Lorian Peralta-Ramos for her assistance in cataloguing this lot. The painting will appear in her forthcoming catalogue raisonné of Sir Alfred Munnings.





110^{*} AR SIR ALFRED JAMES MUNNINGS, PRA, RWS (BRITISH, 1878-1959)

Grey mare and chestnut foal signed and dated 'A.J. Munnings/1903' (lower left) oil on canvas *40.6 x 55.9cm (16 x 22in).*

£50,000 - 70,000 €60,000 - 85,000 US\$82,000 - 110,000

PROVENANCE

From the Estate of the late Betty Haugh Private collection, Australia

Grey horses and ponies feature among Munnings' earliest memories. In his autobiography, the artist recalls that having been away at boarding school at the age of four, his father drove a grey mare to collect him. Perhaps it was that happy occasion that instilled his lifelong love of grey horses. Other grey horses and ponies are dotted throughout Munnings' childhood, leaving such a strong impression that he resurrected their memories almost seventy years later.

It is likely that the mare featured in the present lot is the horse purchased by Munning's father, when the budding artist was twenty– three or twenty-four. At this time, Munnings was regularly exhibiting at the Norwich Art Circle and the prestigious Royal Academy, although there is no record of this work being exhibited. The date of the present lot indicates that it was painted in Mendham. The same mare and foal feature in the artist's *Mare and Foal in a Field of Buttercups* (1903).

The charm of this work lies in the depiction of the subjects' demeanour. The mare stands patiently under the rays of the summer sun. The distant blue sky suggests that the sun may be temporarily behind a cloud, so that its brilliance is only momentarily subdued. The warmth of the sun has lulled her into a state of total relaxation and contentment. Her eyes are half closed and her ears are turned back and loose. She is not bothered by the strong breeze that blows her tail almost to her side. Her mood is complimented by the flowing contours of the landscape and the peaceful setting in which she stands.

In contrast, the young foal is alert and looking at the world. His ears are pricked and his head is raised. Something has peaked his attention but the closeness of his mother is no doubt reassuring, as his stance does not indicate alarm. As there are other horses in the same field perhaps another horse is approaching. His momentary interest in the unknown is echoed by the jittery dashes of colour that indicate the pasture grasses around his form. Even his coat is rendered with more energetic brushstrokes than that of the mare. This aesthetic tendency to match the way an object is executed to the object itself can be seen throughout Munnings' *oeuvre*.

We are grateful to Lorian Peralta-Ramos for her assistance in cataloguing this lot. The painting will appear in her forthcoming catalogue raisonné of Sir Alfred Munnings.



111 AR SIR ALFRED JAMES MUNNINGS, PRA, RWS (BRITISH, 1878-1959) Calling them in

signed and dated 'A.J.MUNNINGS 1912' (lower right) watercolour, bodycolour and scratching out 36.5 x 50.5cm (14 3/8 x 19 7/8in).

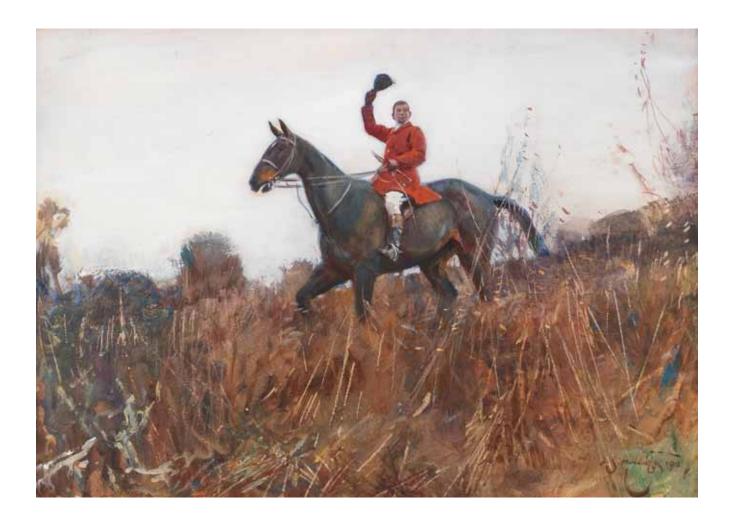
£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000

Munnings executed a number of watercolours with this horse and rider in 1912. The date suggests that this was Munnings' first season hunting, after moving from Norfolk to Cornwall. The artist was an avid hunting man and was often inspired by events that he actually witnessed while out and this hill must have been a favourite hunting spot, as it features in several watercolours during this period.

The rider featured in the present lot is Ned, whom Munnings describes as 'a primitive Cornish youth...a simple soul, who grew into a useful combination of groom-model, and posed for many a picture... [He] had the right-coloured face and figure for a scarlet coat and black cap. Often did the patient fellow sit as a model for me, and he liked it. I painted water-colours, using him and the horses placed where I wanted them – in a pine wood, on a moor, by a wall. Such backgrounds made compositions and gave me the will to work.' (A. J. Munnings, *An Artist's Life*, pp. 272-3).

Ned was an accomplished rider, and Munnings has depicted him in the saddle, as horse and rider descend the hill. Ned's feet are thrust forward and he sits back to ease his weight from the horse's front legs so that the horse can negotiate the incline. Munnings has dispensed with vivid colours in this scene, choosing to accentuate the figures. They are solid in form and loom above the horizon, which contrasts with the tall wispy grasses. A few of the foreground stalks interfere with a clear view of the horse as if the viewer is seated in the grass.

We are grateful to Lorian Peralta-Ramos for her assistance in cataloguing this lot. The painting will appear in her forthcoming catalogue raisonné of Sir Alfred Munnings.





112 AR DELPHIN ENJOLRAS (FRENCH, 1857-1945) In the twilight signed 'DEnjolras' (lower left) oil on canvas 60.5 x 73cm (23 13/16 x 28 3/4in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

PROVENANCE with Louis Wolff & Co. Ltd., London, 1929 Private collection, UK



113 AR **DELPHIN ENJOLRAS (FRENCH, 1857-1945)** Blowing bubbles signed 'D Enjolras' (lower left) pastel 53 x 36cm (20 7/8 x 14 3/16in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000



114 AR **DELPHIN ENJOLRAS (FRENCH, 1857-1945)** A fair reflection signed 'D Enjolras' (lower right), indistinctly inscribed on remnants of an exhibition label attached to the reverse pastel on paper laid down on canvas 72.5 x 54cm (28 9/16 x 21 1/4in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000



115 AR DELPHIN ENJOLRAS (FRENCH, 1857-1945) Le Soir sur la Terrasse signed 'D Enjolras' (lower left) oil on canvas 46 x 55cm (18 1/8 x 21 5/8in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

PROVENANCE with Léon Gerard, Paris Private collection, Greece



116



117

116 JACQUES LIEVIN (EUGÈNE GALIEN-LALOUE) (FRENCH, 1854-1941) La Madeleine signed 'Lievin' (lower left) watercolour and gouache

watercolour and gouache 19 x 31.5cm (7 1/2 x 12 3/8in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000 117 JACQUES LIEVIN (EUGÈNE GALIEN-LALOUE) (FRENCH, 1854-1941) Les Halles signed 'Lievin' (lower left) watercolour and gouache 19 x 31.5cm (7 1/2 x 12 3/8in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000



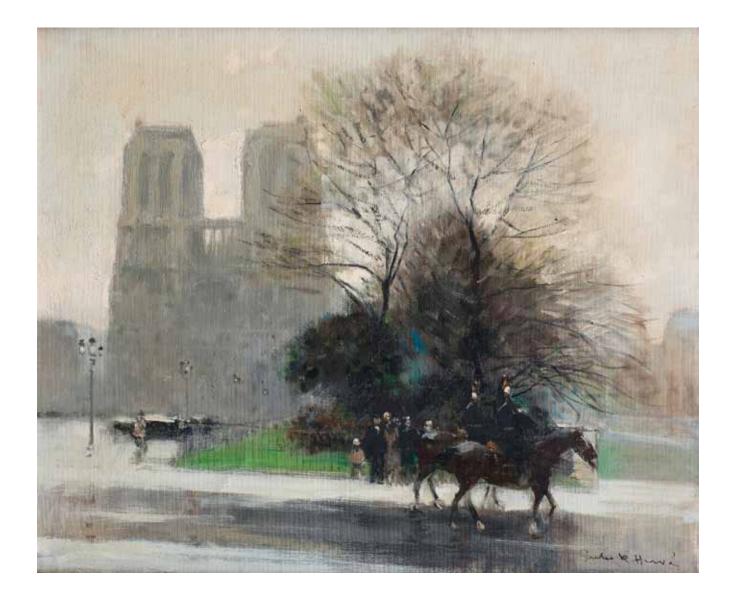
118 AR EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969) Porte St Martin and Porte St Denis

signed 'E. CORTES.' (lower left) oil on canvas 27 x 46.5cm (10 5/8 x 18 5/16in).

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000

PROVENANCE

with MacConnal-Mason & Son Ltd., London Private collection, UK



119^{*} AR JULES RENÉ HERVÉ (FRENCH, 1887-1981) Paris, Notre Dame signed 'Jules R. Hervé' (lower right), also signed on reverse

oil on canvas 46.5 x 56cm (18 5/16 x 22 1/16in).

£4,000 - 6,000 €4,800 - 7,300 US\$6,600 - 9,900

PROVENANCE with Dominion Gallery, Montreal Private collection



120 **EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)** Place de la Bastille signed 'E. Galien-Laloue' (lower left) watercolour and gouache 19 x 31.5cm (7 1/2 x 12 3/8in).

£7,000 - 10,000 €8,500 - 12,000 US\$11,000 - 16,000

19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART $\mid~149$



121 W VIGGO CHRISTIEN FREDERIK VILHELM PEDERSEN (DANISH, 1854-1926) The plough team signed and dated '1917. Vigo Pedersen' (lower right)

oil on canvas 100.5 x 136.5cm (39 9/16 x 53 3/4in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

ANNA AIRY

ANNA AIRY (British, 1882-1964)

Anna Airy was born on 6 June 1882 in Greenwich, the only child of Wilfrid and Anna Airy Following her mothers tragic death, two weeks after giving birth, Airy was raised by her maiden aunts Christabel and Annot, at the house of her grandfather Sir George Biddell Airy, who had recently retired as Astronomer Royal. The household provided a strong artistic and academic environment; Anna's aunts, like their late mother Richarda Airy, were also competent artists and they encouraged Anna to paint from an early age.

In 1899, at the age of seventeen, Airy entered the Slade School of Art, then being run by Fred Brown, Philip Wilson Steer and Henry Tonks. Tonks' emphasis on strong draughtsmanship is evident throughout Airy's work, and during her four years at the Slade, she was awarded the Slade Scholarship and the Melville Nettleship Prize in 1901, 1902 and 1903, as well as a number of first prizes in all categories. These are notable achievements, given that her contemporaries numbered many significant artists such as Augustus John and Sir William Orpen.

Airy first exhibited at the Royal Academy in 1905 and had a solo exhibition two years later at the Carfax Gallery. Further solo shows were held at Paterson's Gallery in 1911, Wolsey Art Gallery, Ipswich in 1943, the RBA Galleries off Pall Mall 1952, and the Wolsey Art Gallery retrospective exhibition in 1985.

During the First World War, Airy was the first woman artist to be commissioned to record the industrial war effort, painting no less than seven large oils in 1918. These involved working in heavy industrial factories in London, Manchester and Glasgow. Her first commission came from the Canadian War Memorials Commission, her painting of Canadian troops in an army cookhouse in Surrey responding to Lord Beaverbrook's call for 'oversized pictures'; large-scale painting suited Airy's bravura technique, and her war paintings are in the collections of the Imperial War Museum and the Canadian War Museum.

At the beginning of the Second World War, Airy applied to the War Artists Advisory Committee under the chairmanship of Sir Kenneth Clark, but was rejected. Her only known painting of that war was *The Hall of Lincoln's Inn, 1944 During Restoration from Enemy Action*, exhibited at The Royal Academy in 1945 (no. 268).



In his introduction to Anna Airy's solo exhibition at the RBA Galleries, Martin Hardie, Head of Paintings and Engraving Illustration and Design at the V&A 1921-1935, wrote, 'Working on canvas in her early days she appears to have sought her method in the school of Velasquez and Hals, and she clearly appreciated the art of her contemporaries Sargent and Brangwyn. It meant that in her painting there was the long searching look followed by the bold sweep of the brush, the direct and never the niggling approach, the frontal attack swiftly rendered in broad brush work, rather than the cautious encirclement.'

In 1933 Airy moved with her husband Geoffrey Buckingham Pocock, a landscape painter, to Playford, near Ipswich, her choice of subject matter reflecting this change of environment, in works such as *Blackberry Harvest* (lot 122). After the war, she produced meticulously observed and detailed pen and watercolour paintings of hedgerows which she continued to exhibit at the Royal Academy and elsewhere. In 1945 she was elected President of Ipswich Art Club, a post she held until her death in 1964.

Bonhams are delighted to offer this important group of paintings, on the fiftieth anniversary of Anna Airy's death. The collection has passed down through the Airy family, and we are grateful for their assistance in cataloguing these lots.



122 AR W ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964) Blackberry harvest signed 'A. Airy' (lower right) oil on canvas 127 x 153cm (50 x 60 1/4in).

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000

EXHIBITED London, Royal Academy, 1937, no. 405 Scottish Society of Women Artists

LITERATURE

Royal Academy Illustrated, 1937, p. 86

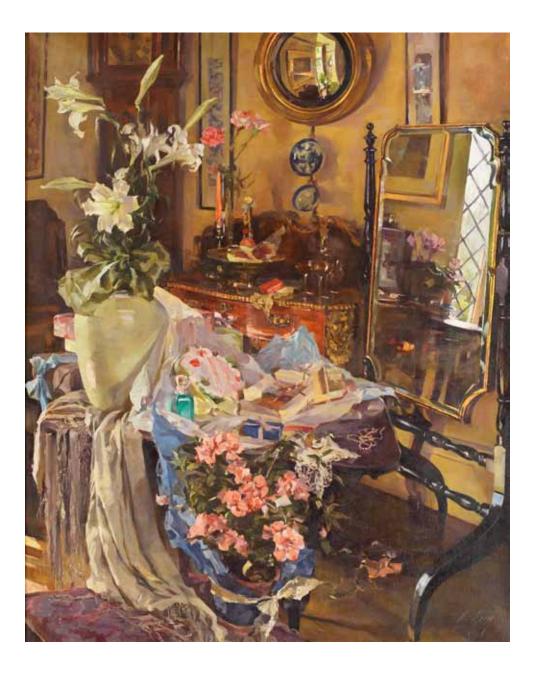


123 AR W ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964) October market signed 'A. Airy.' (upper left) oil on canvas

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

£3,000 - 5,000 €3,600 - 6,000 US\$4,900 - 8,200

EXHIBITED London, Royal Institute of Oil Painters, 1955



124 AR W ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964) Jour de Fete signed 'A. Airy.' (lower right) oil on canvas 127 x 102cm (50 x 40 3/16in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

EXHIBITED

London, Royal Academy, 1953, no. 323

125 AR W ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964) Spring Birthday signed 'A. Airy.' (lower right) oil on canvas 128 x 154cm (50 3/8 x 60 5/8in).

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000

EXHIBITED London, Royal Academy, 1929, no. 590

LITERATURE

Royal Academy Illustrated, 1929, p. 108





126 AR W ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964) The man with a Macaw signed 'A. Airy.' (upper right)

oil on canvas 102 x 127cm (40 3/16 x 50in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

EXHIBITED

London, Royal Academy, 1926, no. 369 Glasgow, Royal Glasgow Institute of Fine Arts

LITERATURE

Royal Academy Illustrated, 1926, p. 112



127 AR W ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964) Vantage Point signed 'A. Airy.' (upper left) oil on canvas, unstretched 90 x 121cm (35 7/16 x 47 5/8in). unframed

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000 128 AR W ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964)

Autumn Treads Where Summer Ran signed 'A. Airy.' (lower left) oil on canvas 184.5 x 245.5cm (72 5/8 x 96 5/8in). unframed

£30,000 - 50,000 €36,000 - 60,000 US\$49,000 - 82,000

EXHIBITED

London, Royal Academy, 1916, no. 461 Arts Exhibition Bureau

LITERATURE

Royal Academy Illustrated, 1916, p. 50

When exhibited at the Royal Academy, the work was dated 1916.



DOROTHEA SHARP



129 AR W DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Children paddling at Bosham signed 'DOROTHEA SHARP.' (lower left) oil on canvas 99 x 99cm (39 x 39in).

£40,000 - 60,000 €48,000 - 73,000 US\$66,000 - 98,000

PROVENANCE Private collection, UK





130 AR DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955) In the shallows oil on canvas 38 x 46cm (15 x 18in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

To be sold with correspondence from the artist to the current owner's great grandfather, confirming the authenticity of the present lot; in a letter dated November 26 1931, Sharp states 'I certify that the picture of four children with sea & rocks, size 18 x 15 unsigned was painted by me about five years ago Dorothea Sharp'.



131 AR DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Summer Holidays oil on canvas 63 x 75.5cm (24 13/16 x 29 3/4in).

£8,000 - 12,000 €9,700 - 15,000 US\$13,000 - 20,000

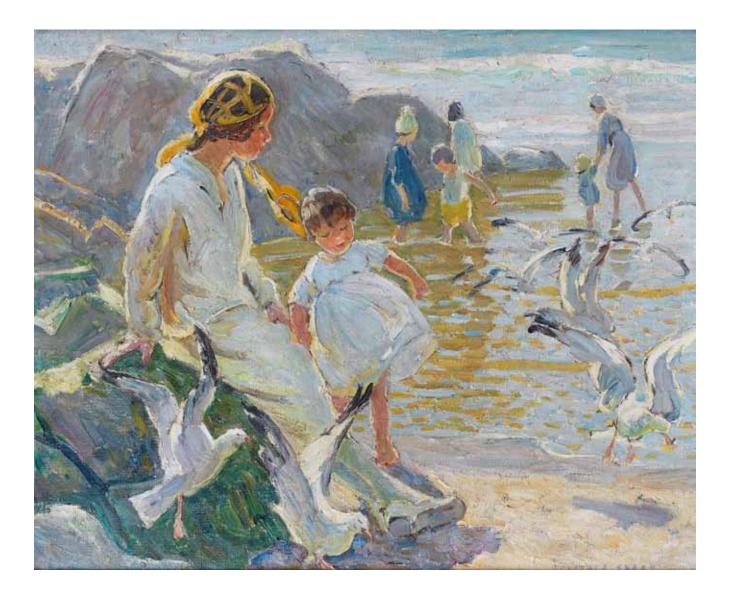
PROVENANCE

Given by the artist to the Reverend Edward Harold Williams-Ashman, who was Chaplain of Christ Church, Brussels, from 1922-1925 Thence by descent

132^{*} AR **DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)** Seagulls signed 'DOROTHEA SHARP.' (lower right) oil on canvas 51 x 62cm (20 1/16 x 24 7/16in).

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000

PROVENANCE Private collection, Canada





133 AR DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955) Among the poppies oil on canvas 46 x 38cm (18 x 15in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000



134 AR **DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)** Paddling signed 'DOROTHEA SHARP' (lower left) oil on canvas 51 x 61cm (20 1/16 x 24in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE

with MacConnal-Mason & Son, Ltd. Sale, Christie's, London, 3 September 2008, lot 9 Private collection, UK

SIR WILLIAM RUSSELL FLINT



₁₃₅ AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) Treasure vault

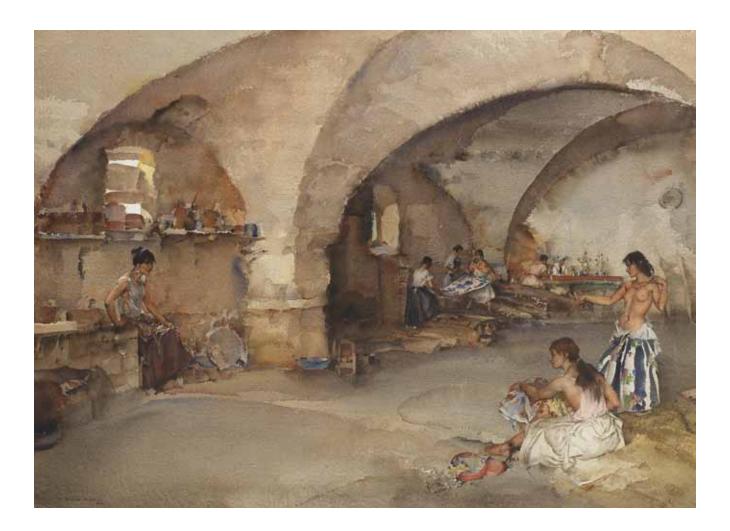
signed and dated 'W. RUSSELL FLINT-/1960' (lower left), signed and inscribed with title in pencil on the reverse; also inscribed 'For Helen with dear affection and every good wish/from Willie, Nov.1960' and 'This watercolour "Treasure Vault" is most gladly given to Miss Helen Thomson with profound gratitude for her unceasing kindness to my beloved wife during the years of her last illness and for her care and concern for my welfare in both illness and health over a very long period. W Russell Flint Nov. 20. 1960' on the reverse watercolour

47 x 67.5cm (18 1/2 x 26 9/16in).

£30,000 - 50,000 €36,000 - 60,000 US\$49,000 - 82,000

PROVENANCE

A gift to Helen Thomson, the artist's housekeeper Property of Mr & Mrs Foyers Sale, Bonhams, London, 'Sir William Russel Flint', 11 December 1993, lot 210 Private collection, UK





136 AR SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) The girl at the Hacienda, Sierra de Segura

signed 'W. RUSSELL FLINT' (lower right), signed and inscribed with title in pencil on the reverse watercolour 38 x 55cm (14 15/16 x 21 5/8in).

38 x 55cm (14 15/16 x 21 5) £5 000 - 7 000

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

PROVENANCE

with Frost & Reed Ltd. Private collection, UK



₁₃₇ AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

The munitioners' pool signed and dated 'W.RUSSELL FLINT. 1916' (lower right), inscribed with title and artist's address on label on reverse watercolour $36 \times 51.5 cm$ (14 3/16 x 20 1/4in).

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

PROVENANCE

Mr. Holcombe Ingleby MP Sale, Christie's, London, 13 November 1986, lot 123, sold for £2,800 Private collection, UK

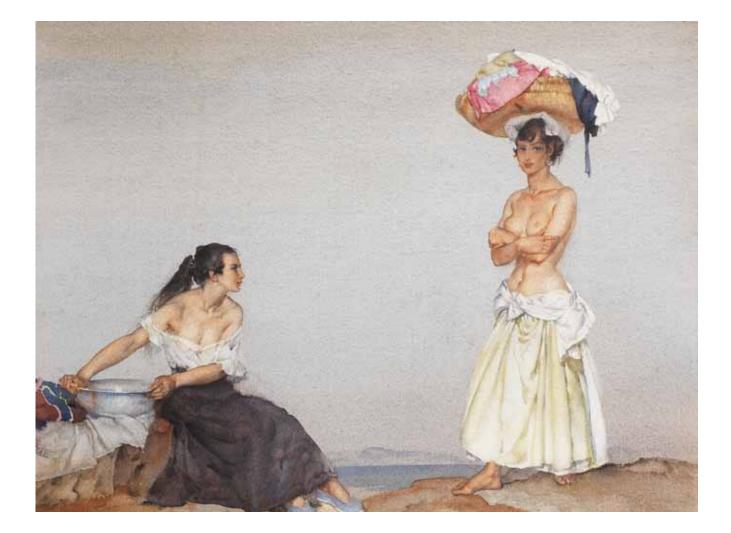
EXHIBITED

London, Royal Society of Painters in Watercolour, 1917, no. 3

138 AR SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) Rosa and Maria signed 'W RUSSELL FLINT' (lower right) watercolour 49 x 66cm (19 5/16 x 26in).

£20,000 - 30,000 €24,000 - 36,000 US\$33,000 - 49,000

PROVENANCE with Frost & Reed Ltd. Private collection, UK





139 AR SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) The Green Skirt signed 'W RUSSELL FLINT' (lower right), signed and inscribed with title on the reverse watercolour 26.5 x 36cm (10 7/16 x 14 3/16in).

£10,000 - 15,000 €12,000 - 18,000 US\$16,000 - 25,000

PROVENANCE with Frost & Reed Ltd.

Private collection, UK

EXHIBITED

London, Royal Academy, *Sir William Russell Flint Exhibition*, 1962, no. 157. Property of C. Ernest Deacon

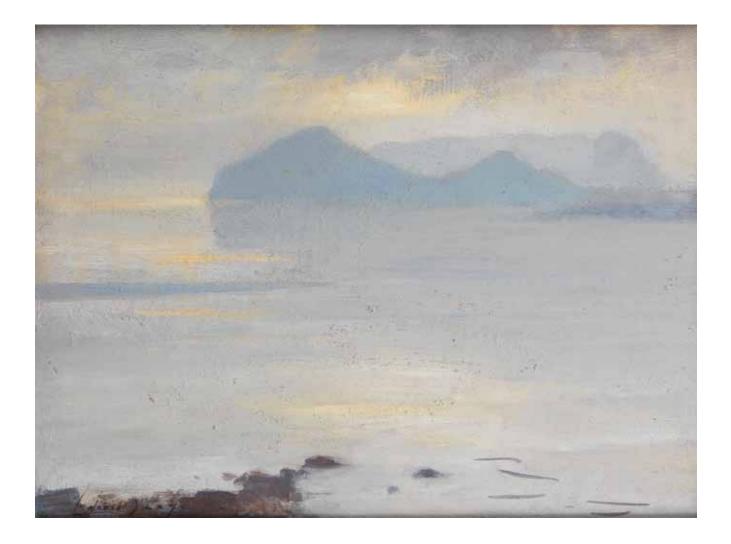


140 AR **SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)** Quinterelle II signed 'W RUSSELL FLINT' (lower right), signed and inscribed with title on the reverse watercolour *30 x 66cm (11 13/16 x 26in).*

£15,000 - 20,000 €18,000 - 24,000 US\$25,000 - 33,000

PROVENANCE with Frost & Reed Ltd. Private collection, UK

19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART $\mid~181$



₁₄₁ AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Hazy morning - Golfoaranci - Sardinia signed 'Edward Seago' (lower left), bears title on reverse oil on board *30.5 x 39.5cm (12 x 15 9/16in).*

£6,000 - 8,000 €7,300 - 9,700 US\$9,900 - 13,000

In 1968 Seago bought Sa Conca, an apartment at Porto Cervo on the Costa Smerelda in the north of Sardinia. The attraction not only lay in the stunning location but in the villa's terrace view of the harbour providing a continuing source of subjects and inspiration. The year he moved there was an important one with his first exhibition at the Marlborough Gallery but Porto Cervo was a place where the artist could relax and this mood is reflected in the paintings produced there, where an easy confidence comes to the fore. Seago tended to concentrate on scenery when he was in Sardinia, the present lot being a good example of these unpopulated landscapes and seascapes where capturing the subtle Mediterranean light is his primary objective. Golfo Aranci is just down the coast from Poto Cervo and would have been easily reachable by the boat Seago owned. He was known to use photographs as part of the process of painting these landscapes, these worked as a compositional aid but the paintings are defined by their subtle palette. As James W Reid writes in *Edward Seago The Landscape Art* (Philip Wilson Publishers Ltd., London, 1991), 'These vignettes of sea, sky, rocks and sand become contemplative soliloquies, devoid of those fishermen, beach-goers and children which animated his earlier beach scenes of England, Spain and Portugal. These are moments for meditation, and for eulogies to nature's majesty'.



142 AR **CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)** Blackberrying signed 'C. SPENCELAYH.' (lower left) oil on canvas 35.5 x 51cm (14 x 20 1/16in).

£5,000 - 7,000 €6,000 - 8,500 US\$8,200 - 11,000

This is believed to depict the artist's wife.

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J. Founce.

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2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory guality; 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 Buver.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement.

Alterations

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

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

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buver 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 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* will so whe healf. 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 Buver, 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 Buver'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 £50,000 of the *Hammer Price* 20% from £50,001 to £1,000,000 of the *Hammer Price* 12% from £1,000,001 of the *Hammer Price*

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

Hammer Price	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:

- t VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- * VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium

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

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

9. PAYMENT

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

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge; Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supportingmuseums/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 Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- $\Delta \qquad {\rm Wines \ lying \ in \ Bond.}$
- 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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, it's 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.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4

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.

RISK, PROPERTY AND TITLE

5

- 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.

PAYMENT

6

7

- 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.

COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams 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 Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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9.1

- The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller 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 Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's 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;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, 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 Seller's 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 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.
- 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 *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* 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 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale 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 Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale 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.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* 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 *Seller*, addressed *c/o Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding 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.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such 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.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [^{AR}], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

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*.

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- 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.

STORING THE LOT

5

6

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.

RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 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;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot 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:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, 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
- 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.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* 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 *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, 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 *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

Paragraph 9 will not apply in respect of a Forgery if:

9.3

- 9.3.1 the Entry in relation to the Lot contained in the Catalogue 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
- 9.3.2 it can be established that the *Lot* is a *Forgery* 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.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery 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, 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Book*s.

10 OUR LIABILITY

- 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 *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 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 nonconforming *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 nonconforming Lot, we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the Purchase Price and Buyer's Premium paid by you in respect of the Lot.

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

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies, and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary. "Consignment Fee" a fee payable to Bonhams by the Seller

calculated at rates set out in the Conditions of Business. **"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

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

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

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

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

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

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

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

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business. "Lot" any item consident to Bonhams with a view to its Sale

"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 (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"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.

We share the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies 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 "your" and "your". "Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams*' normal business bank account. "VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

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

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

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

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

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

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

"risk": the possibility that a Lot may be lost, damaged,

destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a Lot. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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