



Bonhams

**19th Century European,
Victorian and British
Impressionist Art**

Tuesday 18 March 2014
Knightsbridge, London







19th Century European, Victorian and British Impressionist Art

Tuesday 18 March 2014 at 2pm
Knightsbridge, London

Bonhams

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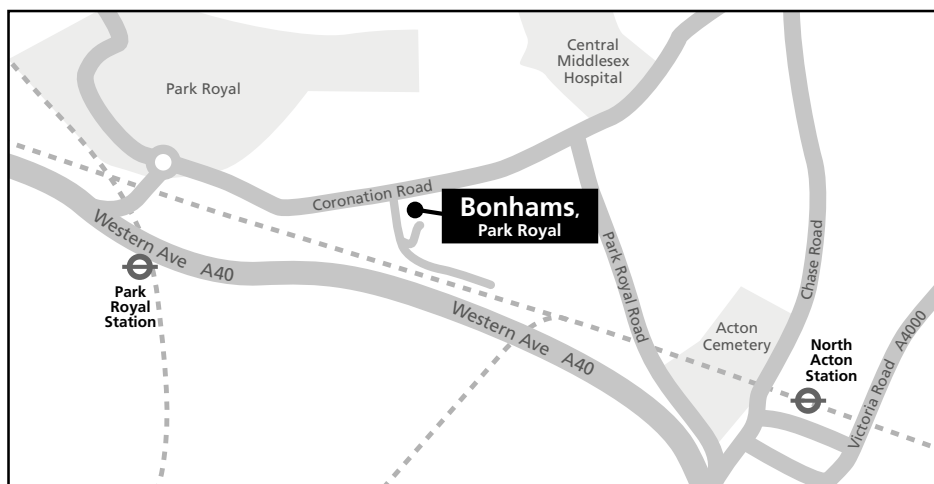
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AR An Additional Premium will be payable to us by the Buyer to cover our expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. Please read the information in the back of the catalogue.

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



1



2

1
George Edwards Hering (British, 1805-1879)
Italian lakeland landscape
signed 'G E Hering' (lower right)
oil on canvas
34 x 61cm (13 3/8 x 24in).
£1,000 - 1,500
€1,200 - 1,800

2
Thomas Miles Richardson Jr., R.W.S. (British, 1813-1890)
Italian lake scene
signed and dated 'T M Richardson/1855' (lower left)
watercolour heightened with white
44 x 61cm (17 5/16 x 24in).
£2,000 - 3,000
€2,400 - 3,600



3



4



5

3^{AR}

Noel Georges Bouvard (French, 1912-1975)

A Venetian backwater
signed 'Bouvard' (lower left)

oil on canvas

51 x 66cm (20 1/16 x 26in).

£2,000 - 3,000

€2,400 - 3,600

4

Alfred Pollentine (British, 1836-1890)

A view of Venice

signed and dated 'APollentine/(84)' (lower right)

oil on canvas

40.5 x 61.5cm (15 15/16 x 24 3/16in).

£1,000 - 1,500

€1,200 - 1,800

5

Attributed to Frank Wasley (British, 1854-1934)

View of Venice showing Sante Maria della Salute

oil on canvas laid on board

50 x 75cm (19 11/16 x 29 1/2in).

£1,000 - 1,500

€1,200 - 1,800



6

6^{AR}

Noel Georges Bouvard (French, 1912-1975)

Venice by twilight

signed 'Bouvard' (lower right)

oil on canvas

50 x 65cm (19 11/16 x 25 9/16in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE:

with E.Stacy Marks Ltd, Eastbourne

7

Henry Courtney Selous (British, 1811-1890)

Flower market in Piazzetta San Marco by the Column of St. Theodore, Venice

signed 'H C Selous' (lower left)

oil on canvas

66 x 46cm (26 x 18 1/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Sale, Christie's, London, 15 June 1990, lot 2



7



8



9

8

Attributed to Edmund John Niemann (British, 1813-1876)

Windsor Castle from the Thames

oil on canvas

55 x 90cm (21 5/8 x 35 7/16in).

£1,000 - 1,500

€1,200 - 1,800

9

William Robert Latta (British, 1833-1910)

The Houses of Parliament from the Thames

oil on canvas

55 x 82cm (21 5/8 x 32 5/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

By descent through the artist's family



10

10

Jan Hendrick Verheyen (Dutch, 1778-1846)

A Dutch town scene

signed 'Werheyen' (lower right) and signed and dated 'J. Hen. Verheyen 1835' (on the reverse)

watercolour

36.5 x 29cm (14 3/8 x 11 7/16in).

£1,000 - 1,500

€1,200 - 1,800

11AR

Henry Charles Brewer (British, 1866-1950)

Burgos Cathedral

signed, dated and inscribed 'Henry C. Brewer/Burgos. 1906.' (lower left)

watercolour and pencil

51 x 34cm (20 1/16 x 13 3/8in).

£1,000 - 1,500

€1,200 - 1,800



11



12



13

12

Robert Watson (British, active 1877-1920)

Highland cattle by the loch side

signed 'R. Watson/1898.' (lower right)

oil on canvas

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

£2,000 - 3,000

€2,400 - 3,600

13

Herbert William Weekes (British, active 1864-1904)

Winter friends

signed 'W. Weekes.' (lower right)

oil on canvas

53 x 41cm (20 7/8 x 16 1/8in).

£1,500 - 2,500

€1,800 - 3,000



14

14
William Shayer, Snr. (British, 1787-1879)

The farmyard
 signed 'W. Shayer' (lower left)
 oil on canvas
 36 x 30.5cm (14 3/16 x 12in).
 £1,000 - 1,500
 €1,200 - 1,800

15*
Thomas Sidney Cooper, RA (British, 1803-1902)
 Cattle in a meadow
 signed and dated 'Sidney Cooper RA/1877' (lower right)
 oil on panel
 35 x 25cm (13 3/4 x 9 13/16in).
 £2,000 - 3,000
 €2,400 - 3,600



15



16



17



18

16

Otto Walter (Austrian, 1853-1904)

Barat

signed, dated and inscribed 'Wien/Otto Walter 96' (lower right)

gouache

57 x 74cm.

£1,500 - 2,000

€1,800 - 2,400

17

Henriette Ronner-Knip (Dutch, 1821-1909)

Give us joy

signed and dated 'Henriette Ronner./95.' (lower right)

watercolour

24 x 31cm (9 7/16 x 12 3/16in).

£1,000 - 1,500

€1,200 - 1,800

EXHIBITED:

London, Royal Institute of Painters in Water Colours, no. 1

18

Louis Eugène Lambert (French, 1825-1900)

Cavalier kittens

signed 'L. Eug. Lambert' (upper right)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800



19

19

William Henry Hamilton Trood (British, 1860-1899)

Fellow feeling makes us wondrous kind

signed and dated 'W.H. Trood. 1885' (lower right)

oil on canvas

40.5 x 30.5cm (15 15/16 x 12in).

£3,000 - 5,000

€3,600 - 6,000

EXHIBITED:

London, Royal Academy, 1895, no 846



20



21

20

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

The family lawyer

signed 'G.G.KILBURNE' (lower right)

oil on canvas

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

£4,000 - 6,000

€4,800 - 7,200

EXHIBITED:

London, Royal Academy, 1912, no. 735

21

John Arthur Lomax (British, 1857-1923)

Where can it be?

signed 'JOHN A. LOMAX' (lower left)

oil on panel

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

£2,000 - 3,000

€2,400 - 3,600



22

22
Circle of Edward Charles Barnes (British, circa 1830-1882)
 Domestic bliss
 indistinctly signed and dated (lower left)
 oil on canvas, unframed
 71 x 91cm (27 15/16 x 35 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800

23
Augustus Edwin Mulready (British, active 1863-1905)
 'A Passing Cloud'
 signed 'A.E. Mulready/77' (lower right), and signed, inscribed and dated (on the reverse)
 oil on canvas
 101.5 x 81.5cm (39 15/16 x 32 1/16in).
 £1,500 - 2,500
 €1,800 - 3,000

PROVENANCE:
 with Christie of Broadway, Worcestershire, stock no. C 196
 Sale, Sotheby's Belgravia, 10 July 1973, lot 83



23



24



25



26

24

C. Neumann, (German, 19th Century)

A mountain hermit

initialled and indistinctly dated 'C.N.' (lower right)

oil on panel

21 x 13.5cm (8 1/4 x 5 5/16in).

£1,000 - 1,500

€1,200 - 1,800

25

C. Neumann, (German, 19th Century)

A fisherman

signed and dated 'C. Neumann. 80' (lower left)

oil on panel

20.5 x 13.5cm (8 1/16 x 5 5/16in).

£1,200 - 1,800

€1,400 - 2,200

26

Axel Ender (Norwegian, 1853-1920)

At the cottage door

signed 'Axel Ender' (lower left)

oil on canvas

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

£1,500 - 2,500

€1,800 - 3,000



27

27
Theodore Heimberg (Austrian, 19th C.)
 The imminent attack
 signed 'Heimberg' (lower right)
 oil on canvas
 58 x 48cm (22 13/16 x 18 7/8in).
 £1,000 - 1,500
 €1,200 - 1,800



28

28
Jan Walraven (Dutch, born 1827)
 Feeding the birds
 signed 'J Walraven' (lower right)
 oil on canvas
 61 x 51cm (24 x 20 1/16in).
 £1,000 - 1,500
 €1,200 - 1,800



29

29
Attributed to Edward John Cobbett (British, 1815-1899)
 Peeling apples
 bears signature 'E. J. Cobbett' (lower left)
 oil on canvas
 62 x 51.50cm (24 7/16 x 20 1/4in).
 £1,200 - 1,800
 €1,400 - 2,200



30



31

30
Sidney Richard Percy (British, 1821-1886)
 Highland landscape
 signed and dated 'S R Percy. 1872' (lower left)
 oil on canvas
 22.5 x 38cm (8 7/8 x 14 15/16in).
 £2,000 - 3,000
 €2,400 - 3,600

PROVENANCE:
 with Cider House Galleries, Bletchingley, Surrey

31
Sidney Richard Percy (British, 1821-1886)
 Landscape with herdsman and cattle
 signed 'S R Percy' (lower right)
 oil on canvas
 23 x 45.5cm (9 1/16 x 17 15/16in).
 £1,200 - 1,800
 €1,400 - 2,200

PROVENANCE:
 with Haynes Fine Art, Broadway



32

32
Henry John Boddington (British, 1811-1865)
 A coastal landscape, Isle of Wight
 oil on canvas
 63 x 76cm (24 13/16 x 29 15/16in).
 £5,000 - 7,000
 €6,000 - 8,400

PROVENANCE:
 with Richard Green Fine Paintings, London
 Private collection, UK



33



34



35

33

Attributed to Daniel Sherrin (British, 1868-1940)

A gathering by the pond at dusk
bears another signature and date (lower right)
oil on canvas

61 x 107cm (24 x 42 1/8in).

£1,000 - 1,500

€1,200 - 1,800

34

Charles James Lewis, RI (British, 1830-1892)

The Thames at Hurley, Berkshire

signed, dated and indistinctly inscribed 'C
J LEWIS 1874' (lower right) and inscribed

'Hurley-Berks/C.J. Lewis/Cheyne House/
Chelsea/and Aston/Henley on Thames.' (on the
reverse)

oil on canvas

35 x 50cm (13 3/4 x 19 11/16in).

£2,000 - 3,000

€2,400 - 3,600

35

George Cole (British, 1810-1885)

Cattle on a riverbank

signed and dated 'G. Cole./1881' (lower right)

oil on canvas

61 x 91.5cm (24 x 36in).

£2,000 - 3,000

€2,400 - 3,600



36



37

36*

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

Evening light
bears signature 'B W LEADER' (lower left)

oil on canvas

40 x 60cm (15 3/4 x 23 5/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

with Arthur Tooth, Winter Exhibition 1898, no. 81. Presumably not sold and returned to Leader

Benjamin Williams Leader Studio sale, Christie's London, 25 May 1923, lot 121. Sold for £7.16s to Arthur Tooth

Sale, Christie's London, 14 February 1947, lot 26. Vendor The Hon. Mrs H. Philipson, 6 Sussex, sold for 18gns to Vickers

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

37

Robert Gallon (British, 1845-1925)

View near Worcester
signed 'R. Gallon' (lower left)

oil on canvas

31 x 61.5cm (12 3/16 x 24 3/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with Haynes Fine Art, Broadway



38



39



40

38

Edmund John Niemann (British, 1813-1876)

A country landscape

signed 'Niemann' (lower left)

oil on canvas

57 x 103cm (22 7/16 x 40 9/16in).

£1,000 - 1,500

€1,200 - 1,800

39

Attributed to Margaret Nasmyth (British, 1791-1869)

Travellers on a country road

oil on canvas

71 x 91.5cm (27 15/16 x 36in).

£1,000 - 1,500

€1,200 - 1,800

40

John Berney Ladbroke (British, 1803-1879)

A woodland path

signed and dated 'J. B. Ladbroke' (lower right)

oil on canvas

28 x 38cm (11 x 14 15/16in).

£1,000 - 1,500

€1,200 - 1,800



41



42

41

Edward Charles Williams (British, 1807-1881)

The last gleam of the day
initialled 'E C W' (lower right)
oil on canvas

75.5 x 127cm (29 3/4 x 50in).

£2,000 - 3,000

€2,400 - 3,600

EXHIBITED:

London, N. R. Omell, *Exhibition of the Williams Family of Painters*, 1971,
no. 7

42

Edward Charles Williams (British, 1807-1881)

A family at the water's edge
initialled and dated 'E C W/1860' (lower left)
oil on canvas

61 x 106.5cm (24 x 41 15/16in).

£1,200 - 1,800

€1,400 - 2,200

PROVENANCE:

with Cider House Galleries, Betchingley, Surrey



43



44



45

43

Walter J. Watson (British, born 1879)

Cattle in an extensive mountain landscape

signed and dated 'Walter J. Watson. 1907.' (lower right)

oil on canvas

51.5 x 77cm (20 1/4 x 30 5/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

with Haynes Fine Art, Broadway

44

Walter J. Watson (British, born 1879)

Redwharf Bay, Anglesey

signed and dated 'Walter. J. Watson. 1902.' (lower right)

oil on canvas

46.5 x 61.5cm (18 5/16 x 24 3/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

with Haynes Fine Art, Broadway

45

Henry Moore, RA (British, 1831-1895)

'The moon is up and yet it is not night'

signed and dated 'H. Moore./1858' (lower right) and

inscribed with title and artist's name (on a label attached to the stretcher)

oil on canvas

45 x 64cm (17 11/16 x 25 3/16in).

£1,000 - 1,500

€1,200 - 1,800



46

46
George Augustus Williams (British, 1814-1901)
 Morning view in Borrowdale, Cumberland
 initialed 'G A W' (lower right)
 oil on canvas
 41 x 61cm (16 1/8 x 24in).
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 with Cider House Galleries, Betchingley, Surrey

EXHIBITED:
 London, The Society of British Artists, 1847, no. 212



47

47
George Augustus Williams (British, 1814-1901)
 Eel catchers
 initialed 'G A W' (lower left)
 oil on canvas
 36 x 46cm (14 3/16 x 18 1/8in).
 £1,000 - 1,500
 €1,200 - 1,800

48
George Augustus Williams (British, 1814-1901)
 Woodcutters in a landscape; Fishermen in a landscape, a pair
 both initialed 'G A W' (Woodcutters lower right, Fishermen lower left)
 oil on canvas
 each 28 x 41cm (11 x 16 1/8in).(2)
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 with Omell Galleries, London



48



49



50



51

49

Wouter Verschuur (Dutch, 1812-1874)

In the stable

signed 'W Verschuur' (lower right)

oil on panel

17.5 x 24.5cm (6 7/8 x 9 5/8in).

£1,000 - 1,500

€1,200 - 1,800

50

Jacques-Laurent Agasse (Swiss, 1767-1849)

A visit to the farm

oil on panel

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

£1,000 - 1,500

€1,200 - 1,800

51

Samuel Joseph Clark (British, 1834-died circa 1912)

Plough team beside a ford

signed and dated 'S. J. Clark 1874' (lower right)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with Mandell's Gallery, Norwich



52

52^W

Wright Barker (British, 1863-1941)

A rest from the toil

signed and dated 'Wright Barker/1912' (lower left)

oil on canvas

104 x 147cm (40 15/16 x 57 7/8in).

£5,000 - 7,000

€6,000 - 8,400

PROVENANCE:

Sale, Sotheby's London, 10 March 2004, lot 216



53



54

53
 Arthur James Stark (British, 1831-1902)
 A country road
 oil on canvas
 31 x 41cm (12 3/16 x 16 1/8in).
 £1,000 - 1,500
 €1,200 - 1,800

54
 Thomas Falcon Marshall (British, 1818-1878)
 Field hands at rest
 signed and dated 'T.F.Marshall 1855' (lower left)
 oil on canvas
 45 x 63cm (17 11/16 x 24 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800



55

55

James Holland, RWS (British, 1799-1870)

'Hinckley fair'

signed 'JHolland' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE:

with Haynes Fine Art, Broadway

EXHIBITED:

Probably London, The Royal Academy, 1864, no. 566

James Holland (1799-1870) was an artist known for his watercolour and oil paintings. He exhibited at the Royal Academy, Society of British Artists, British Institution and the Royal Watercolour Society. In volume I of John Ruskin's *Modern Painters*, Ruskin describes some of Holland's watercolour landscapes as 'as near perfection as watercolour can be carried – for *bona fide* truth, refined and finished to a high degree,' and Ruskin's father, John James Ruskin, even purchased some of Holland's works.

After establishing his name as a watercolour artist, Holland developed his skills in oil paint. This picture of Hinckley fair is proof of his achievement in oils as well as his ability to capture modern life and human experience. This Victorian crowd scene is reminiscent of the modern-life scenes so popularly and expertly depicted by William Powell Frith in works such as *Derby Day* and *Life at the Seaside*.

The Hinckley fair, here depicted, has a long history. One such fair is even mentioned in William Shakespeare's *Henry IV*, Part II. In Act V, scene I, Justice Robert Shallow's servant, Davy, asks his master, '...sir, do you mean to stop any of William's wages, about the sack he lost the other day at Hinckley fair?' Fairs provided a venue and opportunity for people to gather, sell goods, to see and be seen, and were yearly events that often included entertainment meant to appeal to people's curiosity. This painting has all the elements of a rousing day at the fair of the period with a pantomime show, an acrobatic performance, a 'smallest woman,' 'largest man' and 'fat girl.' All this excitement is portrayed with a further air of whimsy as the crowds cheer and enjoy themselves near the nursery rhyme-inspired 'House that Jack built.'

From the Midlands himself, Holland's depiction of Hinckley fair would likely have been an image taken from first-hand experience. It was likely exhibited in 1864 at the Royal Academy, Holland's only entry for the year, and demonstrates his ability to not only playfully paint different kinds of people, but also capture the spirit and enthusiasm of the event.



56



57



58

56

Hendrik Pieter Koekkoek (Dutch, 1843-died circa 1890)

A romantic river landscape
signed 'Koekkoek' (lower left)
oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with Blains Fine Art, London

57

Follower of Marinus Adrianus Koekkoek I (Dutch, 1807-1868)

Father and son walking in a landscape
oil on panel

32 x 41cm (12 5/8 x 16 1/8in).

£1,000 - 1,500

€1,200 - 1,800

58

Johann Jakob Frey (Swiss, 1813-1865)

Lake Nemi

signed and dated 'J.J. Frey/1859' (lower right)
oil on canvas

27 x 36.5cm (10 5/8 x 14 3/8in).

£1,000 - 1,500

€1,200 - 1,800



59

59
Charles Branwhite (British, 1817-1880)
 'A Frosty Morning'
 signed and inscribed 'no 2 a Frosty Morning/
 Charles Branwhite' (on artist's label attached to
 the frame)
 oil on canvas
 66 x 102cm (26 x 40 3/16in).
 £1,000 - 2,000
 €1,200 - 2,400



60

60
Manner of Frederik Marinus Kruseman
 Figures skating in a frozen landscape
 signed 'G Redmayne' (lower right)
 oil on canvas
 89 x 117cm (35 1/16 x 46 1/16in).
 £1,000 - 1,500
 €1,200 - 1,800

61
John Charles Maggs (British, 1819-1895)
 Mail coach in Winter snow
 signed, inscribed and dated 'J.C. Maggs, Bath
 1880' (lower left)
 oil on canvas
 37 x 75cm (14 9/16 x 29 1/2in).
 £1,000 - 1,500
 €1,200 - 1,800



61



62



63

62
Fritz (Frederik Gotfred) Thomsen (Danish, 1819-1891)
 A wooded glade
 signed 'F.G. Thomsen' (lower right)
 oil on canvas
 68 x 93.5cm (26 3/4 x 36 13/16in).
 £2,000 - 3,000
 €2,400 - 3,600

63
Oscar Magnus Lofdahl (Swedish, 1811-1895)
 Fisherman in a landscape
 signed and dated 'O. M. Lofdahl/1859' (lower right)
 oil on canvas
 32 x 43cm (12 5/8 x 16 15/16in).
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 with Haynes Fine Art, Broadway



64



65

64
Louis Aimé Japy (Swiss, 1840-1916)
 Ferrying the flock
 signed and dated 'Japy.91' (lower right)
 oil on canvas
 65 x 83cm (25 9/16 x 32 11/16in).
 £2,000 - 3,000
 €2,400 - 3,600

PROVENANCE:
 Sale, Sotheby's London, 10 March 2004, lot 243

65
Leon Victor Dupre (French, 1816-1879)
 Picardy landscape
 signed 'Victor Dupré.' (lower right)
 oil on panel
 18.5 x 25cm (7 5/16 x 9 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 with The Fine Art Society, London, 8 December 1935



66



67



68

66

Frederick Charles Underhill (British, active 1851-1896)

Going to market

signed 'F Underhill.' (lower left)

oil on canvas

86 x 111cm (33 7/8 x 43 11/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

Probably purchased at the country house sale of the contents of Ashton Hayes, Cheshire, 13th - 16th March, 1899 (lot 170?) (See old label verso).

67

Attributed to Frederick Gerald Kinnaird (British, active 1864-1881)

The lottery ticket

oil on canvas

75 x 94cm (29 1/2 x 37in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

Sale, Sotheby's London, 12 October 1987, lot 315

68^w

George Cattermole (British, 1800-1868)

Salvator Rosa amongst brigands

signed with monogram (lower centre right)

watercolour heightened with white

111 x 141cm (43 11/16 x 55 1/2in).

£1,000 - 1,500

€1,200 - 1,800



69



70

69

Francis Philip Stephanoff (British, 1788-1860)

Merrymaking

signed 'F.P. Stephanoff' (lower left)

oil on canvas

75.5 x 106cm (29 3/4 x 41 3/4in).

£1,500 - 2,000

€1,800 - 2,400

70

Arthur David McCormick, RI (British, 1860-1943)

Cavaliers in a tavern

signed 'A.D. McCormick' (lower right)

oil on canvas

56 x 41cm (22 1/16 x 16 1/8in).

£1,200 - 1,800

€1,400 - 2,200

LITERATURE:

P. Hook and M. Poltimore, *Popular 19th Century Painting*, (Suffolk, 1986), illus. p. 161



71



72



73

71

Thure Nikolaus Cederstrom (Swedish, 1843-1924)

'Pulling the cork'

signed and inscribed 'Th Cederstrom/Munchen'

oil on panel

26 x 20cm (10 1/4 x 7 7/8in).

£1,000 - 1,500

€1,200 - 1,800

72

Italian School, 19th Century

A close shave

oil on canvas

26 x 20cm (10 1/4 x 7 7/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Sale, Sotheby's London, 26 May 2004, lot 254

73

Gérard Jozef Portielje (Belgian, 1856-1929)

'The irate schoolmaster'

signed, inscribed and dated 'Gérard Portielje Anvers 1879' (lower left)

oil on panel

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

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE:

with E. Stacy-Marks Ltd., Eastbourne



74

74^{AR}

Erwin Eichinger (Austrian, 1892-1950)

The connoisseur

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

oil on panel

26 x 31cm (10 1/4 x 12 3/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with Haynes Fine Art, Broadway

with E. Stacy-Marks Ltd., Eastbourne

75

Henri Adolphe Laisement (French, 1854-1921)

A divine secret

signed 'H. Laisement' (lower right)

oil on panel

46 x 38cm (18 1/8 x 14 15/16in).

£3,000 - 5,000

€3,600 - 6,000



75



76



77

76^{AR}

Cleto Luzzi (Italian, 1884-1952)

The duet

signed and inscribed 'Cleto Luzzi/Roma' (lower right)

oil on canvas

57 x 85cm (22 7/16 x 33 7/16in).

£2,000 - 3,000

€2,400 - 3,600

77

B. Delaroche

The recital; The connoisseurs, a pair

both signed 'B Delaroche' (one lower left, one lower right)

oil on canvas

each 61 x 50cm (24 x 19 11/16in).(2)

£2,000 - 3,000

€2,400 - 3,600



78

78
James John Noble (British, 1797-1879)
 'Rustic Gossip'
 signed and inscribed 'Rustic Gossip/J. Noble.' (on the reverse)
 oil on panel, framed as oval
 39 x 43cm (15 3/8 x 16 15/16in).
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 with Frost & Reed, London, November 1966



79

79
Antony Serres (French, 1828-1898)
 Country pursuits
 signed 'Antony Serres.' (lower left)
 oil on panel
 46 x 36cm (18 1/8 x 14 3/16in).
 £1,000 - 1,500
 €1,200 - 1,800



80

80
Circle of James John Hill (British, 1811-1882)
 Harvest beauty
 oil on canvas
 93 x 76cm (36 5/8 x 29 15/16in).
 £1,000 - 1,500
 €1,200 - 1,800



81

81
Hippolyte Dominique Holfeld (French, 1804-1872)
 A quiet read
 signed and dated 'h. holfeld. 1865.' (lower left)
 oil on canvas
 53.30 x 63.5cm (21 x 25in).
 £3,000 - 5,000
 €3,600 - 6,000

PROVENANCE:
 with Haynes Fine Art, Broadway



82

82
Charles Baxter (British, 1809-1879)
 'Laughing eyes'
 signed and dated '1885/C Baxter' (lower left)
 and bears title on an old label (attached to the
 backboard)
 oil on board, oval
 53 x 48cm (20 7/8 x 18 7/8in).
 £1,000 - 1,500
 €1,200 - 1,800



83

83

St. George Hare (Irish, 1857-1933)

The Debutante

signed 'Hare' (on the reverse)

oil on canvas

63 x 50cm (24 13/16 x 19 11/16in).

£4,000 - 6,000

€4,800 - 7,200



84

84

Sir William Samuel Henry Llewellyn PRA, RBA, RI (British, 1858-1941)

'Constance, the wife of the Revd Arthur Luckock'

signed and dated 'W.Llewellyn 1907' (upper left), bears title on old exhibition label (attached to the frame)

oil on canvas

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

£2,000 - 3,000

€2,400 - 3,600

EXHIBITED:

London, The New Gallery, *20th Summer Exhibition*, 1907, no.103

85

James Charles (British, 1851-1906)

A portrait of a young girl, thought to be the artist's daughter

signed and dated 'JCharles/1891' (centre right)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800



85

86^W

Attributed to Henry William Pickersgill, RA (British, 1782-1875)

Portrait of a lady, thought to be Lady Anne Clegg-Hill, three-quarter-length, in a gold dress, with her unbreeched son, (later the 3rd Viscount Hill, 1833-1895) by her side

oil on canvas

127 x 100cm (50 x 39 3/8in).

£2,000 - 3,000

€2,400 - 3,600

Probably the portrait titled 'Lady Hill and child' which was exhibited at the Royal Academy in 1837, no. 185. It is likely this work was painted at the family seat, Hawkstone Hall, Shropshire. The 3rd Viscount Hill was MP for Shropshire North from 1857-1865.

87

Louis Willems (Dutch, 1820-1889)

In the artist's studio

signed 'L Willems.' (lower left)

oil on panel

58 x 42cm (22 13/16 x 16 9/16in).

£1,000 - 1,500

€1,200 - 1,800



86



87



88

88

Gustave Jean Jacquet (French, 1846-1909)

Reflective mood

signed 'G Jacquet' (upper right)

oil on panel

31.75 x 24.20cm (12 1/2 x 9 1/2in).

£3,000 - 4,000

€3,600 - 4,800

PROVENANCE:

with Haynes Fine Art, Broadway



89

89

Ernest Gustave Girardot (British, active 1860-1893)

A pause

signed and dated 'E. Gustave Girardot.:1898' (lower left)

oil on canvas

67 x 52cm (26 3/8 x 20 1/2in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE:

Sale, Sotheby's London, 13 December 1984, lot 130

Private Collection, UK



90



91

90
 Spanish School, circa 1870
 Bodega of Hayward, Wilson & Co., Jerez-de-la-Frontera
 oil on canvas
 41 x 49cm (16 1/8 x 19 5/16in).
 £1,000 - 1,500
 €1,200 - 1,800

91
 French School, 19th Century
 A camel train passing ruins at sunset
 bears initials 'A G' (lower right)
 oil on panel
 24.5 x 38cm (9 5/8 x 14 15/16in).
 £2,000 - 3,000
 €2,400 - 3,600

PROVENANCE:
 with Adolphe Beugniet, Paris
 Private collection, Germany



92

92

Alice E. Ross (British, active 1886-1937)

'Mussel Gatherers on Oban Beach'

inscribed with title, artist's name and address (on an old label attached to the frame)

oil on canvas

30 x 41cm (11 13/16 x 16 1/8in).

£1,200 - 1,800

€1,400 - 2,200

93

Meyer Michaelson (German, active 1830-1836)

A fisherman smoking

signed and dated 'Michaelson 1833' (lower right)

oil on canvas

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

£2,500 - 3,500

€3,000 - 4,200

PROVENANCE:

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

Private collection, UK



93



94

94

David Roberts, RA (British, 1796-1864)

Cathedral of Angouleme

signed and dated 'David Roberts. RA. 1859' (lower right)

oil on canvas

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

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE:

with Agnew & Sons, London

Sale, Christie's London, 6 February 1909, lot 87, sold for £7-17-6

Thence by descent



95

95

David Roberts, RA (British, 1796-1864)

Interior of Antwerp Cathedral

bears signature and date, 'David Roberts RA. 1861' (lower left)

oil on canvas

52 x 75cm (20 1/2 x 29 1/2in).

£4,000 - 6,000

€4,800 - 7,200



96



97

96
 Silvio Poma (Italian, 1840-1932)
 Baveno's quarry
 signed 'S. Poma' (lower centre right)
 oil on canvas laid to board
 34 x 46cm (13 3/8 x 18 1/8in).
 £4,000 - 6,000
 €4,800 - 7,200

97
 Pietro della Valle (Italian, 1827-1891)
 Mediterranean coastal townscape
 signed and dated 'P. Della Valle/1867'
 oil on canvas
 63.5 x 96.5cm (25 x 38in).
 £1,500 - 2,000
 €1,800 - 2,400



98

98^W

Antoine Joseph Bourlard (Belgian, 1826-1899)

A group of bullocks with their herders carrying a block of Carrara marble from the quarries of the Apuan Mountains, Tuscany, down to the town of Carrara

signed and inscribed 'A.Bourlard.Rome' (lower right)

oil on canvas

62 x 141.5cm (24 7/16 x 55 11/16in).

£6,000 - 8,000

€7,200 - 9,700

Antoine Joseph Bourlard was born in Mons, Belgium, in 1826. He studied at the Academy of Mons from 1836 to 1846. After a brief stay in Paris, he moved to Italy in 1854, where he spent the next sixteen years studying and painting Italian landscapes. He returned to Mons in 1870 and later died there in 1899.

Carrara marble has been used in architecture and sculpture since the time of Ancient Rome. Mined from the quarries at Carrara, it was favoured by many Renaissance and Baroque sculptors and architects due to its superior quality and beauty. However, mining the marble was physically demanding and often dangerous. Until only a few decades ago, the huge blocks of marble would be hauled onto purpose-built wooden *lizzas* and then laboriously convoyed down the mountain to the town in order to be shipped across the world. Carrara marble has been used to sculpt many famous landmarks such as London's Marble Arch.



99

99

James Edwin Meadows (British, 1828-1888)

Shipping off the Dutch coast
signed and dated 'J MEADOWS/1857' (lower right)

oil on canvas

61.5 x 107.4cm (24 1/4 x 42 1/4in).

£2,500 - 3,500

€3,000 - 4,200



100

100

Alfred Montague (British, 1832-1883)

Fishing in rough seas
signed and indistinctly dated, 'Alfred Montague' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE;

Sale, Sotheby's London, 2 December 2003, lot 45



101

101

James Edwin Meadows (British, 1828-1888)

Fishing vessels off the coast
signed and dated 'Jas E./Meadows/1869' (lower left)

oil on canvas

31 x 56cm (12 3/16 x 22 1/16in).

£1,000 - 1,500

€1,200 - 1,800

102

Attributed to Édouard-Joris Moerenhout
(Belgian, 1801-1893)

On the beach at Zeebrugge
signed and dated 'Moerenhout/1834' (lower left)
oil on panel

62 x 87cm (24 7/16 x 34 1/4in).

£2,000 - 3,000

€2,400 - 3,600

It has been suggested that the passenger in the carriage is the Duke of Wellington.



102

103^W

English School, 19th Century

Ville de Paris striking her colours to the *Barfleur*

oil on canvas

91.5 x 119.5cm (36 x 47 1/16in).

£1,500 - 2,000

€1,800 - 2,400

The present lot depicts the closing action of the Battle of the Saintes on the 12th April 1782, in the West Indies, with the isolated flagship *Ville de Paris* overwhelmed by *Barfleur* and captured, along with the French commander admiral François Joseph Paul de Grasse known as the Comte de Grasse. The previous year the Comte de Grasse had presided over the command of the French fleet at the Battle of Chesapeake on the 5th September 1781 which directly led to the subsequent surrender of Lord Cornwallis at Yorktown.



103

104

R. Domba (Italian, active circa 1900)

A view of Messina; a view of a quayside, a pair both signed 'R. Domba' (one lower left, one lower right)

oil on canvas

each 51 x 81cm (20 1/16 x 31 7/8in).(2)

£1,000 - 1,500

€1,200 - 1,800



104



105



106



107

105^{AR}

George Demont Otis (American, 1879-1962)

Old San Francisco

signed 'Geo Demont Otis' (lower right) and bears title (on the stretcher)

oil on canvas

51.5 x 40.5cm (20 1/4 x 15 15/16in).

£2,000 - 3,000

€2,400 - 3,600

106

Eugene Galien-Laloue (French, 1854-1941)

A busy port

signed 'A. Michel' (lower right)

oil on board, unframed

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

£1,000 - 1,500

€1,200 - 1,800

107

Guy Lipscombe (British, active 1908-1937)

'St Mawes'

signed 'Guy Lipscombe' (lower right), signed and inscribed with title and folio number '223' (on the reverse)

oil on canvas, unstretched

37 x 37cm (14 9/16 x 14 9/16in).

£1,000 - 1,500

€1,200 - 1,800



108



109

108
Abraham Hulk, Snr (Dutch, 1813-1897)
Fishing boats in calm water
signed 'A. Hulk' (lower left)
oil on canvas
39 x 58cm (15 3/8 x 22 13/16in).
£1,000 - 1,500
€1,200 - 1,800

109
Alexandre Charles Masson (French)
Fishing boats in a harbour
signed 'Masson.alex.' (lower right)
oil on canvas
65 x 81cm (25 9/16 x 31 7/8in).
£1,000 - 1,500
€1,200 - 1,800



110



111



112

110

Circle of Georgina Lara (British, active 1840-1880)

A country inn; Feeding the horses, a pair

both bear initials and date 'L. W. 1876.' (lower right)

oil on canvas

each 45.5 x 35cm (17 15/16 x 13 3/4in). (2)

£1,000 - 1,500

€1,200 - 1,800

111

Edwin Masters (British, 19th/20th Century)

Sheep grazing, a pair

both signed 'E. Masters' (one lower right, one lower left)

oil on canvas

92 x 71cm (36 1/4 x 27 15/16in). (2)

£1,000 - 1,500

€1,200 - 1,800

112

Robert Gallon (British, 1845-1925)

Crossing the footbridge

signed 'R. Gallon' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with Haynes Fine Art, Broadway



113

113

Thomas Baker of Leamington (British, 1809-1869)

Washing in the river
signed and dated 'T. Baker. 1846.' (lower right)
oil on canvas

51.5 x 77cm (20 1/4 x 30 5/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

with Haynes Fine Art, Broadway

114

Circle of Caleb Robert Stanley (British, 1795-1868)

Figures on a river bank
oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800



114

115

David Bates (British, 1840-1921)

A hillside cottage and bridge
signed and dated 'David Bates 1878' (lower right)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800



115



116



117



118

116

James Webb (British, 1825-1895)

Fisherman by a mountain river
signed and dated 'James Webb. 77' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,600 - 6,000

117

William Mellor (British, 1851-1931)

On the Conway, North Wales
signed 'William Mellor' (lower right)

oil on canvas

36 x 46cm (14 3/16 x 18 1/8in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

with Haynes Fine Art, Broadway

118

Tom Lloyd (British, 1849-1910)

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

watercolour

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

£1,500 - 2,500

€1,800 - 3,000

119^{AR}

Herbert F. Royle (British, 1870-1958)

'Rannoch Moor'

signed 'H Royle' (lower right)

oil on canvas

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

£1,500 - 2,000

€1,800 - 2,400

This lot is sold along with two letters from the artist to a Mrs G. E. Delooze, who originally purchased the work from the Royal Glasgow Institute of the Fine Arts, circa 1944-1945. The letters are signed and dated with the artist's studio address.

On a number of occasions in the letters Herbert Royle alludes to the fact that the present lot 'Rannoch Moor' is one of his favourite and most accomplished works, 'The subject...was painted near Glencoe in the county of Argyll and I think is one of my very best pictures as I so thoroughly enjoyed the painting of it in such congenial conditions'

120

George Augustus Williams (British, 1814-1901)

'A winter's evening on the Avon'

initialled 'G A W' (lower left) and initialled and titled (on an artist's label attached to the stretcher, verso)

oil on canvas

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

£1,200 - 1,800

€1,400 - 2,200

EXHIBITED:

London, N. R. Omell, *Exhibition of the Williams Family of Painters*, 1971, no. 18

121

George Grosvenor Thomas, RSW (British, 1856-1925)

By the riverbank

signed 'Grosvenor Thomas' (lower right)

oil on canvas, unframed

35.5 x 46cm (14 x 18 1/8in).

£1,000 - 1,500

€1,200 - 1,800



119



120



121



122

122

Thomas Matthews Rooke (British, 1842-1942)

Susannah

signed with initials 'TMR' (upper right)

oil on board

19.5 x 19.5cm (7 11/16 x 7 11/16in).

£3,000 - 5,000

€3,600 - 6,000

Thomas Matthews Rooke, R.W.S. was born in London in 1842 and studied at the National School of Design in South Kensington before moving on to become a student at the Royal Academy Schools.

When Rooke was twenty-nine years old he applied to work as a designer at Morris & Co. and was made studio assistant to Sir Edward Coley Burne-Jones, taking over the vacancy left by Burne-Jones's previous assistant, Charles Fairfax Murray. The partnership of Rooke and Burne-Jones proved a happy one. The former had great respect for his master, considering Burne-Jones 'a Demi God or kind of Divine Creature,' and Rooke in turn was affectionately called 'little Rooke' by the 'Divine' artist himself. Rooke became more than simply a studio assistant for Burne-Jones, but also a close friend. He wrote down many of Burne-Jones's conversations during his last few years in the studio with him, creating a lasting record of his master's thoughts and character, and showing the extent of Rooke's involvement in the creation of many of Burne-Jones's works. Rooke was an accomplished painter himself, exhibiting works in oils at the Royal Academy, New Gallery, and Grosvenor Gallery, usually focusing on subjects from the Old Testament and showing influence from the Pre-Raphaelite movement. Some of his major works include the series of *The Story of Ruth* in the Tate Britain and *King Ahab's Coveting* in the Russell-Cotes Art Gallery and Museum in Bournemouth. Merton Russell-Cotes has written of Rooke in his autobiography stating that he was the most renowned of Burne-Jones's assistants, a man of great talent, and that 'Rooke produced his poetry not in verse, but portrayed it in his pictures.'

1878 marked the year that Rooke's duties would go beyond those of assistant and confidant to Burne-Jones. That year he took on a commission by John Ruskin to travel through the Continent in order to draw cathedrals and buildings in danger of falling victim to decay and ruin, thus preserving them as they stood for the future. Burne-Jones had recommended Rooke to Ruskin because of Rooke's strong attention to detail and exacting care; in the letter to Ruskin, Burne-Jones writes that 'there is a very high place in Heaven waiting for him, and HE DOESN'T KNOW IT.' Rooke spent his time between drawing on the Continent and assisting Burne-Jones, and the watercolours commissioned by Ruskin are now in the Ruskin Museum in Sheffield. His time working for Ruskin ended in 1893, but Rooke continued drawing and creating detailed watercolours of buildings and architectural views, being elected an Associate of the Royal Watercolour Society in 1891, and made a full member in 1903.

In the 1885 Summer Exhibition at the Grosvenor Gallery, Rooke exhibited a painting called *Susannah* which hung in the West Gallery. The apocryphal story of Susannah and the Elders, proven so popular with artists through the ages, tells of the righteous woman spied upon by the elders of the city while bathing, who after rejecting their advances was wrongly and unjustly accused of adultery. Although condemned to death for protecting her virtue, both her reputation and life were saved by Daniel's intervention. The subject matter fits well with Rooke's penchant for biblical stories, and *Susannah* herself displays the idealised features of an auburn-haired beauty included in many of his works, for instance in *The Dancing Girls* now in the Ashmolean Museum in Oxford.

This small work is likely the *Susannah* from the 1885 exhibition. It has a movement and musicality about it, a sense of his aforementioned ability to convey poetry in painting that pervades the composition as Susannah turns to flee from her predatory voyeurs. Even in a work of such small stature, Rooke shows great skill and emotion.



123

123

Sir Edward Coley Burne-Jones, Bt., ARA, RWS (British, 1833-1898)

Adam and Eve in Paradise

black and white chalk

20 x 14cm (7 7/8 x 5 1/2in).

£800 - 1,200

€970 - 1,400

PROVENANCE:

with J S Maas & Co., London

124

Sir Edward Coley Burne-Jones, Bt., ARA, RWS (British, 1833-1898)

Study of an angel

black and white chalk

26 x 16cm (10 1/4 x 6 5/16in).

£800 - 1,200

€970 - 1,400



124



125



126

125^W

Louisa (Starr) Canziani (1845-1909)

'David with the head of Goliath before Saul'

signed 'Louisa Starr' (lower right)

oil on canvas

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

£1,500 - 2,000

€1,800 - 2,400

EXHIBITED:

London, Art Exhibitions Bureau, *Women Painters*

126^W

Follower of Eleanor Fortescue-Brickdale (British, 1871-1945)

The sisters

bears a monogram and date

oil on canvas

137.5 x 74cm (54 1/8 x 29 1/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

The artist Charles Sims (1873 - 1928)

Thence by descent



127

127
Sir William Blake Richmond, RA (British, 1842-1921)
 Study of a male nude, arms extended
 pen and ink
 25 x 18cm (9 13/16 x 7 1/16in).
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 with Christopher Wood, London

128
Sir William Blake Richmond, RA (British, 1842-1921)
 Study of male nude
 black and white chalk
 35.5 x 25cm (14 x 9 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 with Christopher Wood, London

129
Thomas Maybank (British, 19th/20th Century)
 Bathed in moonlight
 signed 'Thomas Maybank' (lower right)
 watercolour
 35 x 25cm (13 3/4 x 9 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800



128



129



130



131

130

Albert Goodwin, RWS (British, 1845-1932)

'Chichester from the Bishop's garden'

signed and dated 'Albert Goodwin. 1919' (lower right) and
inscribed with title (lower left)

watercolour and pencil with pen, ink and scratching out
24 x 34cm (9 7/16 x 13 3/8in).

£1,000 - 1,500

€1,200 - 1,800

131

Rose Maynard Barton, R.W.S. (Irish, 1865-1929)

A view of St James's

signed and dated 'Rose Barton/1829'

watercolour

25 x 19cm (9 13/16 x 7 1/2in).

£3,000 - 5,000

€3,600 - 6,000



132



133

132
William Callow, RWS (British, 1812-1908)
 A view of Florence from San Miniato al Monte
 signed and dated 'Will. Callow/1882' (lower right)
 watercolour
 35 x 50cm (13 3/4 x 19 11/16in).
 £5,000 - 7,000
 €6,000 - 8,400

PROVENANCE:
 with Agnew & Sons, London

133
Thomas Hartley Crome (British, 1809-1873)
 The Forum Rome
 bears signature and inscription 'The Rome Forum/Thomas H. Crome'
 (on the reverse)
 watercolour
 44 x 62cm (17 5/16 x 24 7/16in).
 £2,000 - 3,000
 €2,400 - 3,600

PROVENANCE:
 Sale, Christie's London, 21 February 1927, lot 66



134



135



135

134

Edward Ladell (British, 1821-1886)

Still life of game and prawns on a table
signed with monogram (lower left)

oil on canvas

43 x 65cm (16 15/16 x 25 9/16in).

£2,000 - 3,000

€2,400 - 3,600

135

James Hardy Jnr. (British, 1832-1889)

A brace of pheasant; a brace of black grouse, a pair
both signed and dated 'J. Hardy. Jnr. 1866' (lower left)
watercolour and bodycolour

each 51 x 74cm (20 1/16 x 29 1/8in). (2)

£1,500 - 2,000

€1,800 - 2,400

136

Jacques-Emile Blanche (French, 1861-1942)

Nature morte à la langouste sur un plat d'argent
signed and inscribed 'J. E. Blanche/à Me Langweil' (lower left)

oil on canvas

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

£2,000 - 3,000

€2,400 - 3,600

An eminent dealer in Oriental antiques, Madame Florine Langweil (1861-1958), born Florine Ebstein, to a poor Jewish family from Wintzenheim, near Colmar in Alsace, came to Paris in 1881 to work for a cousin who ran a pastry shop in the rue Montholon. There she met and married the affluent Charles Langweil (1843-1920), a middle-aged Austrian who proceeded to abandon her in 1894 without resources and with two small children to bring up. Madame Langweil, with no formal training in art, threw herself into the highly specialized field of Oriental art, in which she became a great expert and ran a very successful business.

In her gallery at 26 place Saint-Georges, which she opened in 1903, she built up a vast stock of objects of which she was justifiably proud and which attracted customers from all over the world. In 1905, her eldest daughter Berthe (1886-1971), became a pupil of Blanche in Auteuil where she met her future husband, the painter André Noufflard (1885-1968).

The authenticity of this work has kindly been confirmed by Mrs Jane Roberts. It will be included in the forthcoming catalogue raisonne no. 1305 currently in preparation by Jane Roberts Fine Arts, Paris.

This work is sold with a photo-certificate of authenticity from Mrs Jane Roberts dated, Paris, *le 14 janvier 2014*.



136



137

137

Vincent Clare (British, 1855-1930)

Still life of peaches, plums, apples and grapes

signed 'Vincent Clare' (lower right) and inscribed 'Vincent Clare/Southgate/London.N.' (on the reverse)

oil on canvas

50.5 x 60.5cm (19 7/8 x 23 13/16in).

£2,000 - 3,000

€2,400 - 3,600

138

Charles Thomas Bale (British, active 1866-1875)

Still life of fruit, a pair

both signed 'C T Bale' (lower right)

oil on canvas

each 34 x 45cm (13 3/8 x 17 11/16in).(2)

£1,000 - 1,500

€1,200 - 1,800



138



139

139

Charles Edward Wilson (British, 1854-1941)

Setting the trap

signed and dated 'C. E. Wilson./98.' (lower right)

watercolour

27 x 35.5cm (10 5/8 x 14in).

£2,000 - 3,000

€2,400 - 3,600



140

140

Charles Edward Wilson (British, 1854-1941)

Feeding the ducks

signed 'C. E. Wilson.' (lower right)

watercolour

26 x 37cm (10 1/4 x 14 9/16in).

£1,500 - 2,000

€1,800 - 2,400



141

141

Robert Angelo Kittermaster Marshall
(British, 1849-1926)

Sheep grazing before a cottage; sheep grazing
on a hillside pasture, a pair

both signed 'R A K MARSHALL NBA' (lower right)

watercolour

each 33 x 59cm (13 x 23 1/4in).(2)

£1,000 - 1,500

€1,200 - 1,800



142

142

John White (British, 1851-1933)

A view of Clovelly

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

watercolour

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

£1,000 - 1,500

€1,200 - 1,800

143

Robert Thorne Waite (British, 1842-1935)

Gathering in the harvest

signed 'R. Thorne Waite' (lower left)

watercolour

39 x 90.5cm (15 3/8 x 35 5/8in).

£1,000 - 1,500

€1,200 - 1,800



143

144^{AR}

John Strickland Goodall (British, 1908-1996)

The tennis match

signed 'John S. Goodall' (lower right)

watercolour heightened with white

26 x 34cm (10 1/4 x 13 3/8in).

£1,000 - 1,500

€1,200 - 1,800



144



145

145^{AR}

Cecil Kennedy (British, 1905-1997)

Yellow and pink roses

signed 'Cecil Kennedy' (lower right)

oil on canvas

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

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

with The Fine Art Society, London, January 1948



146

146^{AR}

Cecil Kennedy (British, 1905-1997)

Winter roses with freesias and mistletoe

signed 'Cecil Kennedy' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,600 - 6,000



147

147^{AR}

Cecil Kennedy (British, 1905-1997)

Hellebores and Choysia

signed 'Cecil Kennedy' (lower right)

oil on canvas

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

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE:

with The Fine Arts Society Ltd., London



148



149

148^{AR}

Harold Clayton (British, 1896-1979)

Mixed flowers in a vase

signed 'Harold Clayton' (lower left)

oil on canvas

54.5 x 64.5cm (21 7/16 x 25 3/8in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE:

with Richard Green Fine Paintings, London

149^{AR}

John E. Nicholls (British, active 1922-1955)

'Spring Flowers with Mimosa'

signed 'John. E. Nicholls' (lower right) and titled (on the reverse)

oil on board

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

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with E. Stacy-Marks Ltd., Eastbourne

150^{AR}

Emily Beatrice Bland (British, 1867-1954)

Spring flowers in a vase

signed and indistinctly dated 'E. B. Bland' (lower right)

oil on canvas

54 x 44cm (21 1/4 x 17 5/16in).

£1,000 - 1,500

€1,200 - 1,800



150

151

Valentine Bartholomew (British, 1799-1879)

Flowering cactus

signed and indistinctly dated 'V. Bartholomew'

watercolour heightened with white

83 x 64cm (32 11/16 x 25 3/16in).

£1,000 - 1,500

€1,200 - 1,800



151



152



153

152^{AR}

Charles Edmond Rene-His (French, 1877-1960)

A church on a hill
signed 'E. Rene-His' (lower right)

oil on canvas

33 x 42cm (13 x 16 9/16in).

together with another work by the same hand titled 'The Vineyard
Villefranche'

£1,200 - 1,800

€1,400 - 2,200

PROVENANCE:

with E. Stacy-Marks Ltd., Eastbourne

153^{AR}

Charles Edmond Rene-His (French, 1877-1960)

Reflects du paysage

signed 'E. Rene-His.' (lower right)

oil on canvas

50 x 65cm (19 11/16 x 25 9/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with E. Stacy-Marks Ltd., Eastbourne



154



155

154^{AR}

Charles Edmond Rene-His (French, 1877-1960)

Crystal water

signed 'E. Rene-His' (lower right)

oil on canvas

58 x 81cm (22 13/16 x 31 7/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with E. Stacy-Marks Ltd., Eastbourne

155

Eugene Galien-Laloue (French, 1854-1941)

Au bord de la rivière

signed 'M. Juliany.' (lower left)

oil on canvas

64.5 x 91.5cm (25 3/8 x 36in).

£1,500 - 2,000

€1,800 - 2,400



156

156^{AR}

Alexis Vollon (French, 1865-1945)

Le Pont des Arts

signed 'Alexis Vollon' (lower right)

oil on canvas

46 x 56cm (18 1/8 x 22 1/16in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE:

with G. M. Loting Ltd., Fine Art Galleries, London, November 1961

157^{AR}

Sir Gerald Festus Kelly, RA (British, 1879-1972)

The Pont Marie, Paris

signed and dated 'Kelly 09' (lower left)

oil on canvas

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

£1,500 - 2,000

€1,800 - 2,400

EXHIBITED:

London, *Exhibition of Works by Sir Gerald Kelly*, Diploma Gallery, Royal Academy of Arts, 1957, no. 4

158^{AR}

Sir Frank Brangwyn, RA (British, 1867-1956)

Paddle steamer

signed with initials and dated 'FB 1889.' (lower right)

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800



157



158

159^{AR}

Marcel Dyf (French, 1899-1985)

Une rue animée en Arles

signed 'Dyf' (lower right)

oil on board

24 x 33cm (9 7/16 x 13in).

£2,500 - 3,500

€3,000 - 4,200

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 4957.

160^{AR}

Gustave Camille Gaston Cariot (French, 1872-1950)

Haystacks in a landscape

signed 'G. Cariot' (lower right)

oil on canvas, unframed

67 x 92cm (26 3/8 x 36 1/4in).

£1,500 - 2,000

€1,800 - 2,400

161

Paul François Louchet (French, 1854-1936)

Château de Bagatelle, Bois de Boulogne, Paris

signed, dated and inscribed 'à Bagatelle/Paul Louchet/1925' (lower right)

oil on canvas

33 x 46cm (13 x 18 1/8in).

£1,000 - 1,500

€1,200 - 1,800

Château de Bagatelle situated in the Bois de Boulogne on the outskirts of Paris was originally intended to be a hunting lodge for the Bourbon family, it was demolished and re-built in 1777 by the Comte d'Artois, Louis XVI's brother. His sister-in-law, Marie-Antoinette, famously wagered against him that the new château could not be completed within three months. In an extravagant attempt to win this bet, the Comte employed over eight hundred workers, at a cost of three million livres. The Comte won, with the château built in just sixty-four days.



159



160



161



162



163

162^{AR}
 William Lee Hankey RWS, RI, ROI, RE (British, 1869-1952)
 Frejus
 signed 'W Lee-Hankey.' (lower right)
 oil on canvas
 51.5 x 61.5cm (20 1/4 x 24 3/16in).
 £3,000 - 5,000
 €3,600 - 6,000

163^{AR}
 William Lee Hankey RWS, RI, ROI, RE (British, 1869-1952)
 Flower Market, Dieppe
 signed 'W Lee-Hankey.' (lower left)
 oil on canvas
 50.5 x 61cm (19 7/8 x 24in).
 £3,000 - 5,000
 €3,600 - 6,000



164

164^{AR}

William Lee Hankey RWS, RI, ROI, RE (British, 1869-1952)

Market Day, Honfleur

signed 'W Lee-Hankey.' (lower right) and bears title (on canvas overlap)

oil on canvas

63 x 76cm (24 13/16 x 29 15/16in).

£4,000 - 6,000

€4,800 - 7,200

165

Frederick William Jackson (British, 1859-1918)

Sitting in the shade overlooking Chioggia

signed 'Fred. W. Jackson.' (lower right)

oil on canvas

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

£5,000 - 7,000

€6,000 - 8,400

PROVENANCE:

Acquired directly from the artist by the current owner's great grandfather

Frederick William Jackson was born in 1859 in Middleton, Greater Manchester and was one of three brothers. From an early age Jackson became interested in painting, often going on sketching trips with his friend and future architect Edgar Wood. After leaving school he studied at Oldham School of Art where his teacher John Houghton Hague introduced Jackson to the Manchester School. The group were greatly influenced by the French artist's colony at Barbizon and Jackson's involvement during this period helped shape his own artistic style. Members of the Manchester School embraced the Barbizon School's rejection of the traditional constraints of Neo-Classicism and Romanticism in favour of studying nature and contemporary life in order to create a more immediate and painterly style.

After moving to the Conway Valley, North Wales, in 1880, Jackson became acquainted with Clarence Whaite and Edward Norbury who founded the Royal Cambrian Academy. In the same decade, he was made a member of the Manchester Academy of Fine Art where his work was frequently exhibited.

Upon his return from Wales, Jackson moved to Paris, remaining there for five years and studying under the more traditional artists Lefebvre and Boulanger and exhibiting at the Paris Salon in 1884. Before returning to England, Jackson visited Italy and notably Venice and Chioggia, where he was inspired by the Mediterranean light and picturesque landscape. The present lot dates from this period and is a particularly fine example of how Jackson drew inspiration from the clarity of light and shimmering quality of the Venetian lagoon and how his mastery of painting translated this on to canvas.

When Jackson returned to England he married Carrie Hodgeson, a farmer's daughter. Together they lived in Hinderwell, North Yorkshire, near the fishing village of Staithes. It was here that he met Gilbert Foster who had initiated the formation of the Staithes Group, of which Jackson was a member. Other members included Dame Laura Knight and Frank Henry Mason. Laura Knight was advised by her drawing master, Thomas Barrett, that there is 'no place like it in the world!' Like the Barbizon artists, the Staithes Group painters shared a desire to break away from the rigidity of the establishment, drawing on contemporary life and the rugged beauty of the Yorkshire coastline for inspiration. With the expansion of the British railway, the end of the 19th Century saw many more artists flock to Staithes to share in the prosperity of the Staithes Group. However, this inundation soon proved too much for the limited market of the North East, leading the group to disperse by the end of 1909. Jackson died at the age of 59 and is buried in his birthplace of Middleton.



165



166

166^{AR}

Ernest Borough Johnson, RBA, RI, RP (British, 1866-1949)

Portrait of a lady

signed and indistinctly dated 'Borough Johnson RP' (lower right)

oil on canvas

101.6 x 76.2cm (40 x 30in).

£1,200 - 1,800

€1,400 - 2,200

Ernest Borough Johnson was born in Shifnal, Shropshire in December 1866. He studied at the Slade School under Alphonse Legros. Not only did he paint in oils and watercolours, but was also an important lithographer, etcher and illustrator. His work was exhibited at the Royal Academy between 1887 and 1892, and he was elected a member of the Royal Society of British Artists in 1896 and a member of the Royal Institute of Painters in Water Colours in 1906. Also exhibiting at the Paris Salon, Johnson received an Honourable Mention in 1922 and a silver medal in 1923.



167

167

Herbert Gustave Schmalz (British, 1856-1935)

Portrait of Julia Margaret (née Wilson), seated half-length, in a black dress with fur-trim

oil on canvas

95 x 74cm (37 3/8 x 29 1/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

Sale, Christie's, South Kensington, 22 July, 2009, lot 114

EXHIBITED:

London, Royal Academy, 1885, no. 1136

An old label attached to the reverse of the canvas indicates that the work was cut down to the present size by the sitter's son in 1947, in the process the signature was cut from the canvas. However, this was then affixed to the stretcher on the reverse of the work.



168



169

Property from the Estate of the late Mrs Joan Thring

168

Philip Alexius de Laszlo (1869-1937)

Portrait of Mrs Olive Thring

signed, dated and indistinctly inscribed 'de Laszlo/1933' (lower right)

oil on canvas

89 x 71cm (35 1/16 x 27 15/16in).

£2,000 - 3,000

€2,400 - 3,600

Property from the Estate of the late Mrs Joan Thring

Mrs Joan Thring was Margot Fonteyn and Rudolf Nureyev's manager and was briefly married to the Australian actor Frank Thring. The present sitter was Frank Thring's mother.

Other properties

169

The Hon John Collier (British, 1850-1934)

Portrait of a gentleman

signed and dated 'John Collier/1921' (lower right)

oil on canvas

116.5 x 88cm (45 7/8 x 34 5/8in).

£1,000 - 1,500

€1,200 - 1,800

170^{AR}

F.H.S. Shepherd (British, 1877-1948)

The Bach player

signed with initials 'FHS' (lower right)

oil on panel

41 x 34cm (16 1/8 x 13 3/8in).

£1,000 - 1,500

€1,200 - 1,800

EXHIBITED:

London, The Goupil Gallery, *The Judge Evans Collection*, May-July 1918, no. 115



170



171

Property of a Lady

171^{AR}

Gerald Leslie Brockhurst (British, 1890-1978)

Portrait of a Lady, bust length, in a blue and black dress, in a lake landscape

signed 'Brockhurst' (lower right)

oil on gesso prepared canvas

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

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE:

Sale, Christie's London, 11 March 1994, lot 68

172^W

Ambrose McEvoy (British, 1878-1927)

Portrait of a Lady, full length, in a white gown

oil on canvas

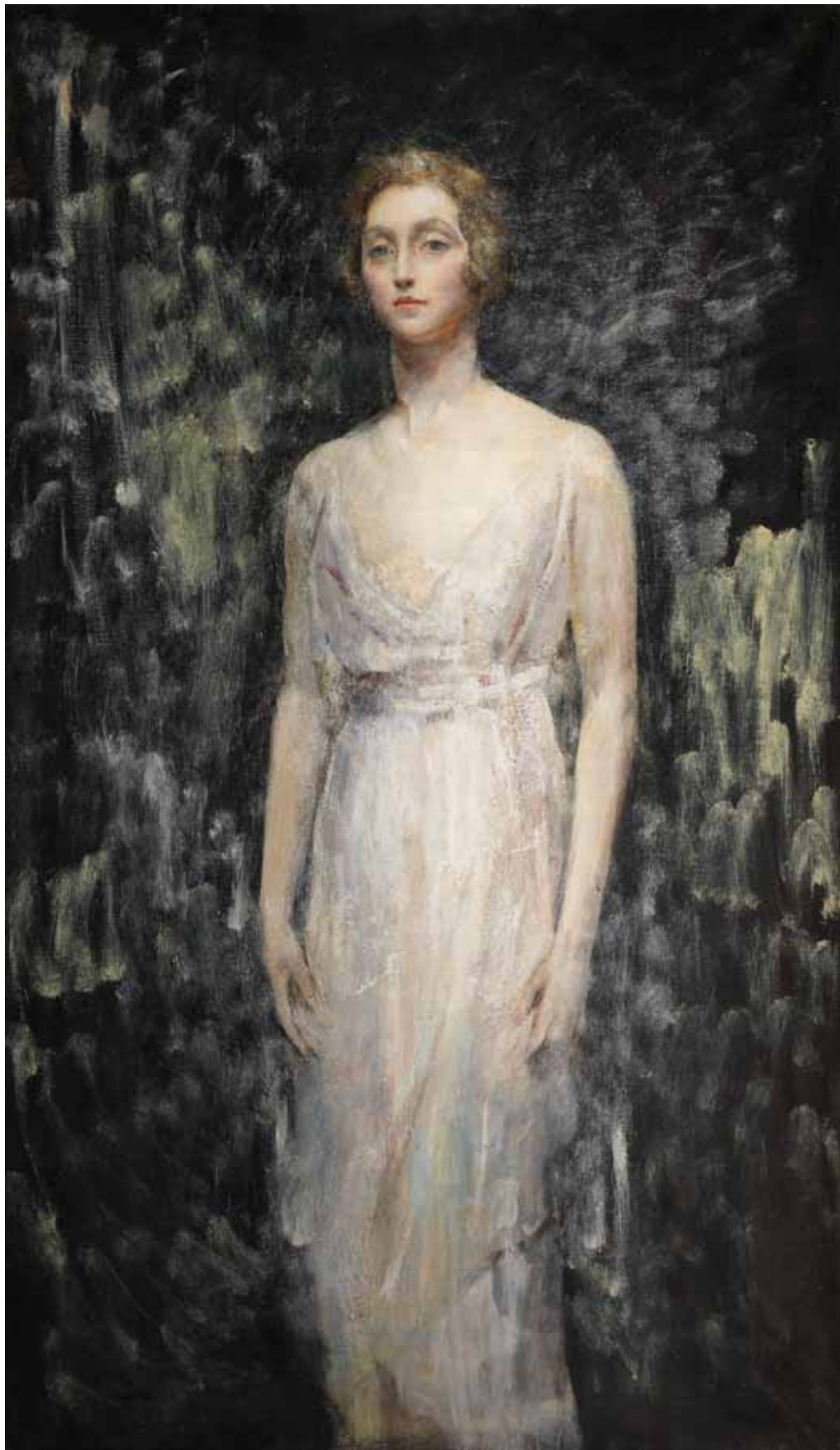
173 x 101cm (68 1/8 x 39 3/4in).

£6,000 - 8,000

€7,200 - 9,700

PROVENANCE:

Sale, Christie's London, 5 June 1992, lot 7



173^{AR}

Dame Laura Knight R.A., R.W.S. (British, 1877-1970)

Portrait of Heather Ealand

signed 'Laura Knight' (lower right) and signed and inscribed 'Laura Knight/9 Langford Hall/St John's Wood/NW8' (on a label attached to the reverse)

oil on canvas

56 x 48cm (22 1/16 x 18 7/8in).

£8,000 - 12,000

€9,700 - 14,000

PROVENANCE:

Sale, Christie's London, 8 March 1990, lot 35

Sale, Sotheby's London, 22 July 1987, lot 70

EXHIBITED:

London, Royal Academy, 1928, no. 207

LITERATURE:

C. Fox, *Dame Laura Knight*, Oxford, p.78, pl.65

Dame Laura Knight's portrait of Heather Ealand was considered one of the most notable and interesting Royal Academy exhibits of that year and the model was described in the Royal Academy Illustrated as, 'a typical finely finished English Girl of today, with her short hair, passion for sport and clear-cut self reliance.'

Laura Knight was a friend and frequent house guest of estate agent and property developer George Cross who owned a sizeable country property in the village of Compton Chamberlayne, near Salisbury in Wiltshire.

George Cross had a stylish mistress called Gertrude Blanche Ealand, who he called Heather, and who Laura Knight became fond of and painted a number of times.



173

174^{AR}

Dame Laura Knight R.A., R.W.S. (British, 1877-1970)

The Golden Girl

signed 'Laura Knight' (lower right)

oil on canvas

85.5 x 48cm (33 11/16 x 18 7/8in).

£10,000 - 15,000

€12,000 - 18,000

PROVENANCE:

Sale, Christie's London, 5 June 1992, lot 5

The sitter for the present lot is Dame Eileen Rosemary Mayo, DBE, RA (1906-1994) who posed for Laura Knight on a number of occasions as well as modelling for many other well-known artists of the time such as Vanessa Bell, Mark Gertler, Duncan Grant and Dod Procter.

A lock of her distinctive golden hair, which provided the inspiration and focus for a number of Knight's works, is still held at The Tate Archive. Born in Norwich, Mayo was also an artist in her own right, studying at the Slade School, Chelsea Polytechnic under Henry Moore and later with Fernand Léger at the Académie Montmartre in Paris. She was admired for her varied use of media and her work was exhibited at the Royal Academy frequently.





175

Other properties

175* AR

Dame Laura Knight R.A., R.W.S. (British, 1877-1970)

A dancer dressing

signed 'Laura Knight' (lower left)

pencil

28 x 19.5cm (11 x 7 11/16in).

Together with two further drawings by Dame Laura Knight; 'Human Serpent'; Study of a dancer.(3)(all unframed)

£1,000 - 1,500

€1,200 - 1,800



176

176* AR

Dame Laura Knight R.A., R.W.S. (British, 1877-1970)

Study of seated girl

signed 'Laura Knight' (lower left)

pencil

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

Together with two further drawings by Dame Laura Knight; Study of a Gypsy woman; A nude woman.(3)(all unframed)

£1,000 - 1,500

€1,200 - 1,800

177* AR

Dame Laura Knight R.A., R.W.S. (British, 1877-1970)

Profile of a circus clown

signed 'Laura Knight' (lower centre)

pencil

29 x 19.5cm (11 7/16 x 7 11/16in).

Together with two further drawings by Dame Laura Knight; A circus clown; Elephant at the circus.(3)(all unframed)

£1,000 - 1,500

€1,200 - 1,800



177

178* AR

Dame Laura Knight R.A., R.W.S. (British, 1877-1970)

Figure on a horse

signed 'Laura Knight' (lower right)

pencil

29 x 20cm (11 7/16 x 7 7/8in).

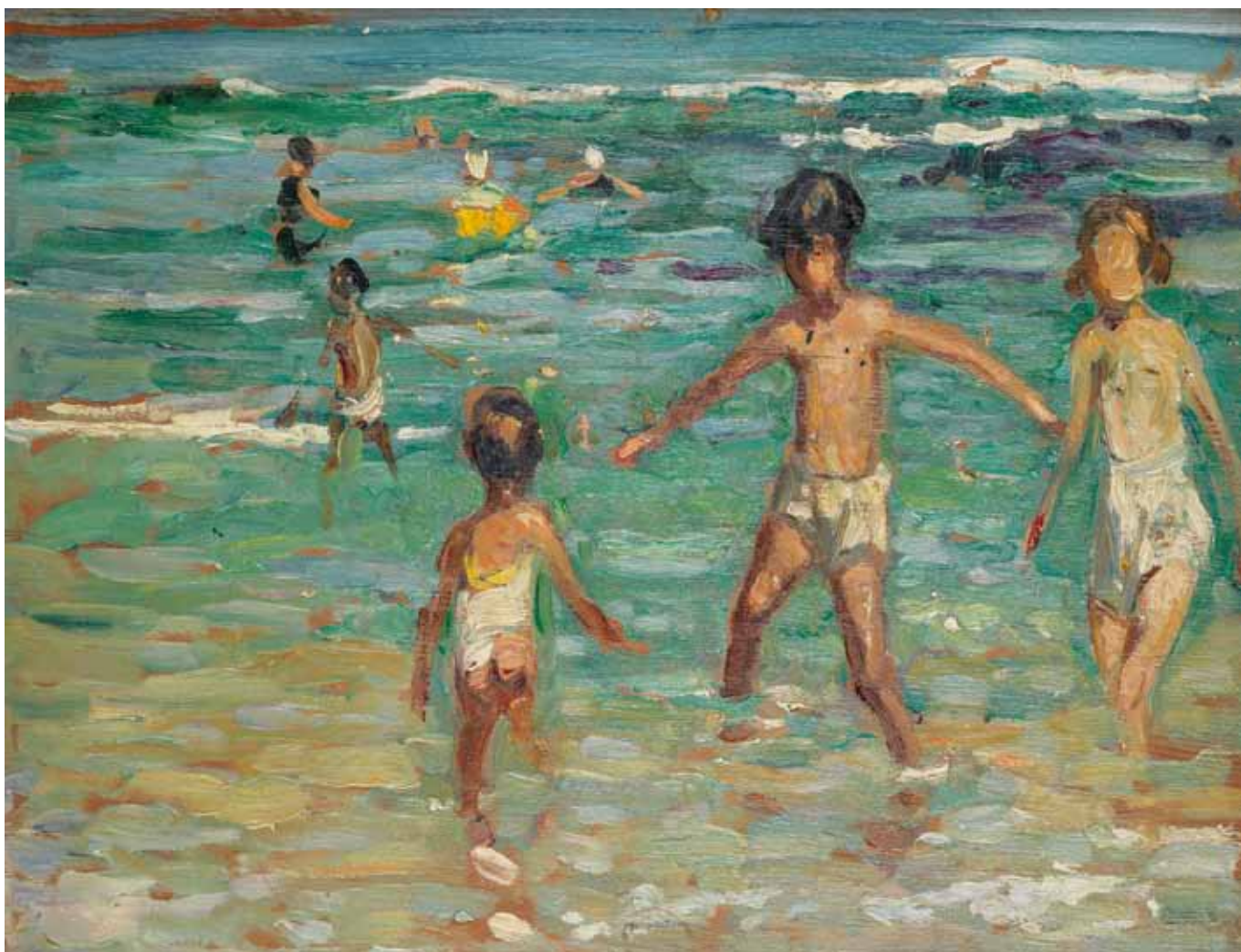
Together with two further drawings by Dame Laura Knight; Study of a horse; A horse trotting.(3)(all unframed)

£1,000 - 1,500

€1,200 - 1,800



178



179



179 verso

179^{AR}

Dorothea Sharp, RBA, ROI (British, 1874-1955)

Children paddling

oil on board

30 x 38.5cm (11 13/16 x 15 3/16in).

There is an oil sketch of three children on the reverse.

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE:

Sale, Sotheby's London, 2 October 1991, lot 125



180

180^{AR}

Dorothea Sharp, RBA, ROI (British, 1874-1955)

Painting on the beach

oil on canvas

35.5 x 46cm (14 x 18 1/8in).

£5,000 - 7,000

€6,000 - 8,400

PROVENANCE:

Sale, Sotheby's, London, 2 March 1988, lot 207

Sale, Christie's, London, 20 June 1995, lot 145

It is thought that in the present work Dorothea Sharp paints herself alongside the watercolourist Marcella Smith. The two artists had neighbouring studios in London's Little Venice and would take painting trips together in the summer months to the south west of England and southern Europe. Compositional similarities between this work and a larger oil (see Christie's, London, 17-18 December 1998, lot 669), suggests that this work was painted on the beach at Languedoc in the South of France.



181



182

181

René Caty (French 19th/20th Century)

Reclining nude

signed and dated 'René Caty/1902' (lower right)

oil on canvas

60.3 x 69.8cm (23 3/4 x 27 1/2in).

£1,000 - 1,500

€1,200 - 1,800

182

After Charles Emile Auguste Carolus-Duran

Lilia

oil on canvas

87 x 72cm (34 1/4 x 28 3/8in).

£1,000 - 1,500

€1,200 - 1,800

The present work is a copy of *Lilia*, by Charles Auguste Émile Durand, known as Carolus-Duran, executed in 1889 and currently held in the collections of the Musée d'Orsay, Paris, inventory no. RF 635.



183

183^{AR}

Paul Sieffert (French, 1874-1957)

Nu allongé

signed 'P. Sieffert.' (lower left)

oil on canvas

46 x 61cm (18 1/8 x 24in).

£3,500 - 4,500

€4,200 - 5,400



184

184^{AR}

Louis Charlot (French, 1878-1951)
 Girl reading on a shaded balcony
 signed 'Louis Charlot/1906' (lower left)
 oil on board
 52 x 64cm (20 1/2 x 25 3/16in).
 £1,000 - 1,500
 €1,200 - 1,800

185^{AR}

Maurice Mendjisky (Polish, 1889-1951)
 Madame Bourgeois reading
 dedicated, signed and dated 'à l'ami Leon /Son ami Mendjisky/Paris
 1921' (lower right)
 oil on canvas
 91.8 x 60cm (36 1/8 x 23 5/8in).
 £5,000 - 7,000
 €6,000 - 8,400

Maurice Mendjisky was born in Lodz, Poland, in 1889. In 1906, he left Poland for Berlin in order to attend a music academy. Having always had a keen interest in drawing, he soon became interested in painting and moved to Paris to pursue a career as an artist. He soon caught the attention of the Paris art world, making friends with Renoir and Picasso, and exhibiting with the notable art dealer, Georges Petit, in 1912. He met his future wife, Rose, in 1921, with whom he had two sons, Claude and Serge. Sadly, his family's involvement in the French Resistance during the Second World War led to his wife's arrest in 1942 and Claude's assassination by the Nazis. Grief-stricken, Mendjisky spent his final years painting scenes of the heroic French Resistance until his death in 1951.

Madame Bourgeois was a good friend of the artist and her husband was a Bouquinistes, or antiquarian bookseller, who plied his trade along the banks of the Seine. It is perhaps particularly significant then that in this composition Madame Bourgeois is reading whilst she reclines.

The authenticity of this work has kindly been confirmed by Monsieur Serge Mendjisky.





186

186^{AR}

Antoine Bouvard (French, 1870-1956)

View of the Grand Canal with the Doge's Palace and Campanile di San

Marco in the distance

signed 'Bouvard' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,600 - 6,000



187

187^{AR}

Antoine Bouvard (French, 1870-1956)

A view of the Venetian lagoon

signed 'Bouvard' (lower left)

oil on canvas

50 x 65cm (19 11/16 x 25 9/16in).

£4,000 - 6,000

€4,800 - 7,200



188



189

188^{AR}

Antoine Bouvard (French, 1870-1956)

Gondola on a Venetian canal
signed 'Bouvard' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,600 - 6,000

189^{AR}

Noel Georges Bouvard (French, 1912-1975)

A sunlit Venetian canal
signed 'Bouvard' (lower right)

oil on canvas

27 x 34cm (10 5/8 x 13 3/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

with Charles Nicholls and Sons, Manchester



190

190★ AR

Antoine Bouvard (French, 1870-1956)

A Venetian gondolier

signed 'Bouvard' (lower right)

oil on canvas

33 x 46cm (13 x 18 1/8in).

£6,000 - 8,000

€7,200 - 9,700



191



192

191^{AR}

Reginald Thomas Cleaver (British, born circa 1870-1954)

The end of the tourist season, last train from Basel

signed 'Reginald Cleaver' (lower left)

pencil, unframed

28.5 x 38cm (11 1/4 x 14 15/16in).

£1,000 - 1,500

€1,200 - 1,800

LITERATURE:

Reginald Cleaver, *The Graphic*, London, 9 September 1905, p. 345, illustrated.

192^{AR}

Reginald Thomas Cleaver (British, born circa 1870-1954)

The rough handed methods of the Cairo police

signed 'Reginald Cleaver' (lower right)

pencil, unframed

29.5 x 38cm (11 5/8 x 14 15/16in).

£1,000 - 1,500

€1,200 - 1,800

Probably an illustration published in *The Graphic* on the 11 August 1906 accompanied by a short article by Cleaver expanding on the illustration.



193

193★ AR

Antoine Blanchard (French, 1910-1988)

Place de la Madeleine

signed 'Antoine. Blanchard.' (lower right)

oil on canvas

13 x 18cm (5 1/8 x 7 1/16in).

£3,000 - 5,000

€3,600 - 6,000

This work is listed on the Antoine Blanchard Virtual Checklist compiled by Rehs Galleries, Inc., catalogue number #MDMP1318.0009



194

194^{AR}

Edward Seago, RWS (British, 1910-1974)

Spritsail barges under sail

signed 'Edward Seago' (lower left)

watercolour

34.3 x 48.9cm (13 1/2 x 19 1/4in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE:

with Malborough Fine Art, London, no. 34630

End of Sale

Index

Artist

Lot No

Agasse, Jacques-Laurent	50	Dupre, Leon Victor	65
Baker of Leamington, Thomas	113	Dyf, Marcel	159
Bale, Charles Thomas	138	Eichinger, Erwin	74
Barker, Wright	52	Ender, Axel	26
Barnes, Edward Charles	22	English School	103
Bartholomew, Valentine	151	Fortescue-Brickdale, Eleanor	126
Barton, Rose Maynard	131	French School	91
Bates, David	115	Frey, Johann Jakob	58
Baxter, Charles	82	Galien-Laloue, Eugene	106, 155
Blanchard, Antoine	193	Gallon, Robert	37, 112
Blanche, Jacques-Emile	136	Girardot, Ernest Gustave	89
Bland, Emily Beatrice	150	Goodall, John Strickland	144
Boddington, Henry John	32	Goodwin, Albert	130
Boulard, Antoine Joseph	98	Grosvenor Thomas, George	121
Bouvard, Antoine	186, 187, 188, 190	Hankey, William Lee	162, 163, 164
Bouvard, Noel Georges	3, 6, 189	Hardy Jnr., James	135
Brangwyn, Frank	158	Hare, St. George	83
Branwhite, Charles	59	Heimberg, Theodore	27
Brewer, Henry Charles	11	Hering, George Edwards	1
Brockhurst, Gerald Leslie	171	Hill, James John	80
Burne-Jones, Bt., Sir Edward Coley	123, 124	Holfeld, Hippolyte Dominique	81
Callow, William	132	Holland, James	55
Canziani, Louisa (Starr)	125	Hulk, Snr, Abraham	108
Cariot, Gustave Camille Gaston	160	Italian School, 19th Century	72
Carolus-Duran, Charles Emile Auguste	182	Jackson, Frederick William	165
Cattermole, George	68	Jacquet, Gustave Jean	88
Caty, René	181	Japy, Louis Aimé	64
Cederstrom, Thure Nikolaus	71	Johnson, Ernest Borough	166
Charles, James	85	Kelly, Gerald Festus	157
Charlot, Louis	184	Kennedy, Cecil	145, 146, 147
Clare, Vincent	137	Kilburne, George Goodwin	20
Clark, Samuel Joseph	51	Kinnaird, Frederick Gerald	67
Clayton, Harold	148	Knight, Laura	173, 174, 175, 176, 177, 178
Cleaver, Reginald Thomas	191, 192	Koekkoek I, Marinus Adrianus	57
Cobbett, Edward John	29	Koekkoek, Hendrik Pieter	56
Cole, George	35	Kruseman, Frederik Marinus	60
Collier, The Hon John	169	Ladbrooke, John Berney	40
Cooper, Thomas Sidney	15	Ladell, Edward	134
Cromek, Thomas Hartley	133	Laissement, Henri Adolphe	75
Delaroche, B.	77	Lambert, Louis Eugène	18
Domba, R.	104	Lara, Georgina	110

Index

Artist

Lot No

Laszlo, Philip Alexius de	168	Richmond, Sir William Blake	127, 128
Latta, William Robert	9	Roberts, David	94, 95
Leader, Benjamin Williams	36	Ronner-Knip, Henriette	17
Lewis, Charles James	34	Rooke, Thomas Matthews	122
Lipscombe, Guy	107	Ross, Alice E.	92
Llewellyn, William Samuel Henry	84	Royle, Herbert F.	119
Lloyd, Tom	118	Schmalz, Herbert Gustave	167
Lofdahl, Oscar Magnus	63	Seago, Edward	194
Lomax, John Arthur	21	Selous, Henry Courtney	7
Louchet, Paul François	161	Serres, Antony	79
Luzzi, Cleto	76	Sharp, Dorothea	179, 180
Maggs, John Charles	61	Shayer, William	14
Marshall, Robert Angelo Kittermaster	141	Shepherd, F.H.S.	170
Marshall, Thomas Falcon	54	Sherrin, Daniel	33
Masson, Alexandre Charles	109	Sieffert, Paul	183
Masters, Edwin	111	Spanish School	90
Maybank, Thomas	129	Stanley, Caleb Robert	114
McCormick, Arthur David	70	Stark, Arthur James	53
McEvoy, Ambrose	172	Stephanoff, Francis Philip	69
Meadows, James Edwin	99, 101	Thomsen, Fritz (Frederik Gotfred)	62
Mellor, William	117	Trood, William Henry Hamilton	19
Mendjisky, Maurice	185	Underhill, Frederick Charles	66
Michaelson, Meyer	93	Valle, Pietro della	97
Moerenhout, Édouard-Joris	102	Verheyen, Jan Hendrick	10
Montague, Alfred	100	Verschuur, Wouter	49
Moore, Henry	45	Vollon, Alexis	156
Mulready, Augustus Edwin	23	Waite, Robert Thorne	143
Nasmyth, Margaret	39	Walraven, Jan	28
Neumann, C.	24, 25	Walter, Otto	16
Nicholls, John E.	149	Wasley, Frank	5
Niemann, Edmund John	8, 38	Watson, Robert	12
Noble, James John	78	Watson, Walter J.	43, 44
Otis, George Demont	105	Webb, James	116
Percy, Sidney Richard	30, 31	Weekes, Herbert William	13
Pickersgill, Henry William	86	White, John	142
Pollentine, Alfred	4	Willems, Louis	87
Poma, Silvio	96	Williams, Edward Charles	41, 42
Portielje, Gérard Jozef	73	Williams, George Augustus	46, 47, 48, 120
Rene-His, Charles Edmond	152, 153, 154	Wilson, Charles Edward	139, 140
Richardson Jnr., Thomas Miles	2		

A detailed oil painting of a woman, Cecile Rankin, seated in an ornate chair. She is wearing a light blue, long-sleeved dress with a full skirt and a blue sash. Her hair is styled in a short, wavy bob, and she is wearing large, ornate earrings. To her right, a vase of blue irises sits on a table. The background is dark and moody.

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Philip Alexius de Laszlo (1869 – 1937)
Portrait of Cecile Rankin
Sold in London for £99,650

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MASTERPIECE MONTH

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on

Bonhams’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £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*).

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

8. VAT

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

- The following symbols are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:
- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
 - Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
 - * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, 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.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1

These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2

The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3

Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the Lot between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4

We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the Lot as principal.
- 1.5

Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1

we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2

subject to any power of the *Seller* or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3

we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6

We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1

Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1

the *Purchase Price* for the Lot;
- 3.1.2

a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3

if the Lot is marked ^[AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2

You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3

All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4

Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5

We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6

Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7

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

4 COLLECTION OF THE LOT

- 4.1

Subject to any power of the *Seller* or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2

You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3

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

- 4.4

If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5

Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6

You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7

You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1

Only on the payment of the *Purchase Price* to us will title in the Lot pass to you. However under the *Contract for Sale*, the risk in the Lot passed to you when it was knocked down to you.
- 6.2

You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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