



19th Century European, Victorian and British Impressionist Art

Tuesday 10 June 2014 at 2pm Knightsbridge, London

Bonhams

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Catalogue: £12

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Front Cover: Lot 180 Back Cover: Lot 187 Inside Front Cover: Lot 63 Inside Back Cover: Lot 152

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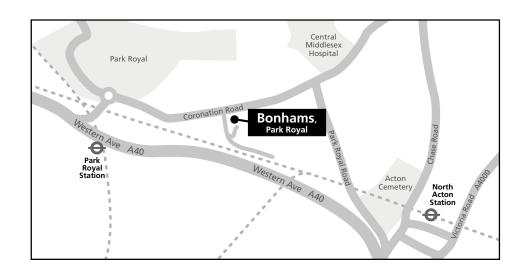
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- * VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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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.



Edward Angelo Goodall, RWS (British 1819-1908)

The Grand Canal, Venice watercolour 37 x 56.5cm (14 9/16 x 22 1/4in). £1,200 - 1,800 €1,500 - 2,200 U\$\$2,000 - 3,000

PROVENANCE:

with Frost & Reed, London

2

Jules Ruinart de Brinant (French, 1838-1898)

A bustling waterfront, Venice signed 'Jule Ruinart' (lower left) oil on canvas 45 x 38cm (17 11/16 x 14 15/16in). £1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000

PROVENANCE:

with Cooling Galleries, London with Benton Fine Art, Gloucestershire







3

3
Neapolitan School, 19th Century
Panoramas of the Bay of Naples, a set of four oil on canvas
each 23 x 62cm (9 1/16 x 24 7/16in).(4)
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000









5



4^{AR}

Vallin (Hugo Golli) (Italian, b.1921) A Venetian backwater signed 'Vallin' (lower right) oil on canvas 53 x 65cm (20 7/8 x 25 9/16in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

5^{AR}

Vallin (Hugo Golli) (Italian, b.1921) A canal side market, Venice signed 'Vallin' (lower right) oil on canvas 53 x 65cm (20 7/8 x 25 9/16in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

6^{AR}

Colette Bouvard (French, 1941-1996) Morning sunlight in Venice signed 'Bouvard' (lower right) oil on canvas 50 x 64cm (19 5/8 x 25 3/16in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

with E. Stacy-Marks Ltd., Eastbourne





8

7^{An} Noel Georges Bouvard (French, 1912-1975)

A quiet stretch of canal signed 'Bouvard' (lower right) oil on canvas 48.5 x 64cm (19 1/16 x 25 3/16in). €3,000 - 5,000 €3,600 - 6,100 U\$\$5,000 - 8,400

_QAR

Noel Georges Bouvard (French, 1912-1975)

The Doge's Palace and the columns of St Theodore and the Lion of Venice signed 'Bouvard' (lower left)

oil on canvas

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

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000



q



10

9 Attributed to Jean Carolus (Belgian, 1814-1897) Painting the portrait bears another signature oil on canvas 78 x 98cm (30 11/16 x 38 9/16in). £2,500 - 3,500 €3,000 - 4,300 U\$\$4,200 - 5,900

10
Louis Toussaint (German, 1826-1921)
The restorer
signed 'Louis Toussaint' (lower centre)
oil on canvas
60 x 67cm (23 5/8 x 26 3/8in).
£1,000 - 1,500
€1,200 - 1,800
U\$\$1,700 - 2,500





12

Ferdinand de Braekeleer (Belgian, 1792-1883)

News from abroad signed, dated and inscribed 'Ferdinand de Braekeleer/1871' (incised on the reverse)

oil on panel

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

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

PROVENANCE:

with E. Stacy-Marks Ltd., Eastbourne

Renato Moretti (Italian, fl. 1870-1890) The suitor signed 'R. Moretti' (lower left)

oil on canvas

38 x 56cm (14 15/16 x 22 1/16in). £1,500 - 2,000 €1,800 - 2,400

US\$2,500 - 3,400





13 Jan Walraven (Dutch, 1827-1863) Hungry bunnies; The reluctant soldier, a pair both signed 'J Walraven' (lower right) oil on panel each 43 x 34.5cm (16 15/16 x 13 9/16in).(2) £3,000 - 4,000 €3,600 - 4,900 US\$5,000 - 6,700



14^{AR}

US\$6,700 - 10,000

Hans Zatzka (Austrian, 1859-1949)

Tumbling apples signed 'H. Zatzka' (lower right) and inscribed 'Jede Art Vervielfältigung vorbehalten' (on the reverse) oil on canvas 58 x 79cm (22 13/16 x 31 1/8in). £4,000 - 6,000 €4,900 - 7,300





16

Harry Payne (British, 1858-1927)

Charge of the 2nd Dragoons, Royal Scots Greys signed and dated 'Harry Payne 1889' (lower right) oil on canvas 61 x 91cm (24 x 35 13/16in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

16^{AR}

James Prinsep Barnes Beadle (British, 1863-1947)

Life Guards in Hyde Park

signed and dated 'J.P.Beadle/November 1900.' (lower left) oil on board

14 x 23.5cm (5 1/2 x 9 1/4in).

£1,000 - 1,500 €1,200 - 1,800

US\$1,700 - 2,500

17 John Charlton, RBA, RI, ROI (British, 1849-1917) A lady with her dark brown horse signed with initials and dated 'J C 93' (lower left) oil on canvas 58.5 x 38cm (23 1/16 x 14 15/16in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

Edwin Hughes (British, active 1872-1892)

A suitor at the window signed and dated 'EDWIN HUGHES 1892' (lower left) oil on canvas 56 x 41cm (22 1/16 x 16 1/8in). £1,200 - 1,800

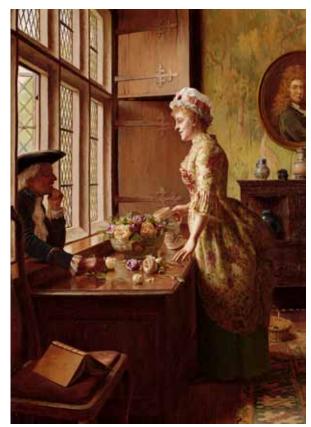
£1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000

PROVENANCE:

with Benton Fine Art, Gloucestershire Sale, Christie's London, 9 September 2004, lot. 272



17









19^{AR}
Edgar Hunt (British, 1876-1955)
Feathered friends
signed and dated 'E Hunt 1907' (lower right)
oil on canvas
30.5 x 25.5cm (12 x 10 1/16in).
£2,000 - 3,000
€2,400 - 3,600

20

US\$3,400 - 5,000

US\$1,700 - 2,500

Circle of Eugène Verboeckhoven (Belgian, 1798-1881)

A cow and sheep by the river oil on panel 37 x 30cm (14 9/16 x 11 13/16in). £1,000 - 1,500 €1,200 - 1,800

21

Claude Cardon (British, active 1892-1915)

Sheep in an orchard signed 'Claude Cardon' (lower left) oil on canvas 38 x 32cm (14 15/16 x 12 5/8in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500





23

22
William Shayer, Snr. (British, 1787-1879)
Plough team at rest
signed 'Wm Shayer Snr.' (lower centre)
oil on canvas
36 x 46cm (14 3/16 x 18 1/8in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000

PROVENANCE: with Cooling Galleries, London

23
William Shayer, Snr. (British, 1787-1879)
The plough team signed and dated 'Wm Shayer/1850' (lower right) oil on canvas 36 x 46cm (14 3/16 x 18 1/8in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500

PROVENANCE: with Cooling Galleries, London





24

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

Sheep in a landscape setting signed and dated 'Sidney.Cooper.RA 1875' (lower left) oil on panel

26 x 36cm (10 1/4 x 14 3/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

LITERATURE:

Kenneth J. Westwood, *Thomas Sidney Cooper C.V.O, R.A., His life and Work*, Ilminster, 2011, p.384, cat. no. O.1875.12

25

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

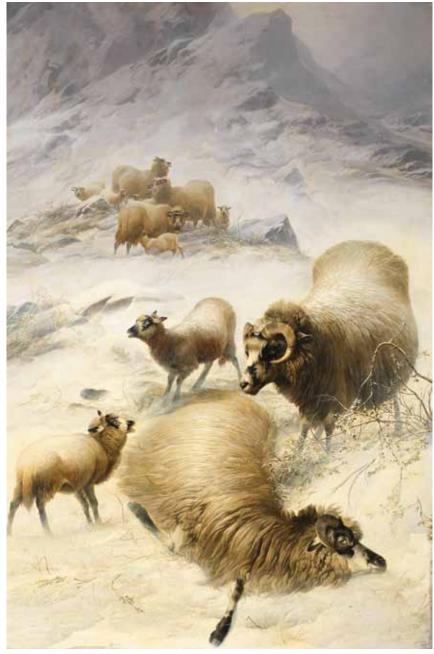
Sheep on a grassy knoll

signed and dated 'T Sidney. Cooper. R.A./1876' (lower right) oil on canvas

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

£4,000 - 6,000 €4,900 - 7,300

US\$6,700 - 10,000



26^{W}

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

Orphans

signed and dated 'T. Sidney. Cooper RA/1878' (lower right), signed and inscribed with title on a label attached to the reverse

oil on canvas

183 x 122cm (72 1/16 x 48 1/16in).

£7,000 - 10,000 €8,500 - 12,000 US\$12,000 - 17,000

PROVENANCE:

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

EXHIBITED:

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

LITERATURE:

H. Blackburn, *Academy Notes*, 1876, p.46, illustrated *The Times*, 8 May 1876: 'lambs struggling with the cruel drift which has killed their dams'.

Kenneth J. Westwood, *Thomas Sidney Cooper, C.V.O, R.A., His life and Work,* Ilminster, 2011, p.388, cat. no. 0.1876.3







Robert Watson (British, active 1877-1920)

Highland cattle by the lochside signed 'R Watson 1899' (lower right) oil on canvas 41 x 61cm (16 1/8 x 24in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

28

Charles Jones, RCA (British, 1836-1892)

A gathering of friends signed and dated 'CJones 1858' (lower right) oil on canvas 35.5 x 45.5cm (14 x 17 15/16in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

From the collection of Ms Alexandra Bastedo and thence by descent

29

Paul Jones (British, active 1855-1888)

A rest from the hunt, a pair both signed and dated 'P Jones/1876' (one lower left, the other lower right) oil on canvas

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



30 George Turner (British, 1843-1910) Driving the herd through a Highland river signed 'Geo. Turner' (lower right) oil on canvas 52 x 76cm (20 1/2 x 29 15/16in). £1,200 - 1,800 €1,500 - 2,200

31

George Turner (British, 1843-1910)

'A highland drive in Glencoe'

signed and dated 'Geo. Turner/1900' (lower right) and inscribed with the title and artist's address and signed and dated (on the reverse) oil on canvas

74 x 67cm (29 1/8 x 26 3/8in). £1,200 - 1,800

£1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000

US\$2,000 - 3,000

PROVENANCE:

with Fine Art of Oakham Ltd., Leicestershire











32^{AR}
Arthur Wardle, RI (British, 1864-1949)
Cairn terriers
pastel
27 x 20cm (10 5/8 x 7 7/8in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500

PROVENANCE:

Sale, Sotheby's London, Oil Paintings, Drawings & Watercolours from the Studio of Arthur Wardle, 23 November 1994, lot 29

33^{AR} Arthur Wardle, RI (British, 1864-1949)

Salus, a favourite terrier signed 'Arthur Wardle' (lower right) and inscribed 'Salus' (in the background) watercolour 24 x 17cm (9 7/16 x 6 11/16in). £1,000 - 1,500

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

34

John Arnold Wheeler (British, 1821-1903)

A white Smooth Haired Fox Terrier with black and tan markings; a white Smooth Haired Fox Terrier with black and tan markings and long whiskers, a pair framed as one both signed 'J.A.WHEELER' (lower centre) both oil on panel, in a paited circle each 21 x 21cm (8 1/4 x 8 1/4in).(2) £1,000 - 1,500

€1,200 - 1,800 US\$1,700 - 2,500



35 Henry Bernard Chalon (British, 1770-1849)

A horse for a cabriolet in the newest English taste signed and inscribed in French 'H. Bernard Chalon/Peintres animaux a leurs altesse/Royal monseigneur le Duc et/ madame la Duchess de York' (lower left) and inscribed with the title 'Un Cheval pour le Cabriolet dans le plus nouveau gout anglais' (lower edge)

pencil, chalk and watercolour 49 x 65.5cm (19 5/16 x 25 13/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$2,500 - 3,400

36

Herbert H. St. John Jones (British, 1870-1939)

Hunter Marquis

signed 'Herbert St. John. Jones.' (lower left) and signed, inscribed and titled 'Painted from life/by/Herbert St. John Jones/of Nantwich-Marquis-' (on the reverse)

oil on canvas

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

37

Charles Coleman (British, 1808-1874)

Oxen in a stable

signed, inscribed and dated 'C.Coleman/Roma 1871' (lower left)

oil on panel

37 x 48.5cm (14 9/16 x 19 1/8in).

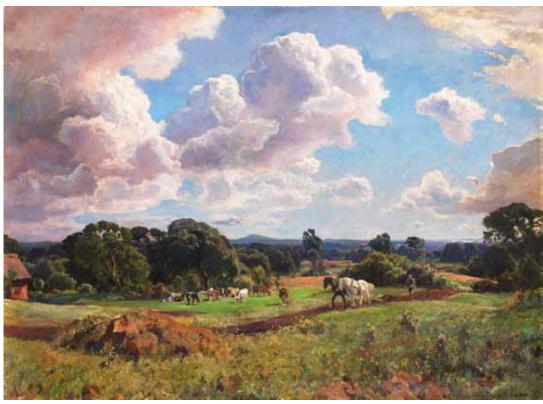
£1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000



36







39

38 Richard Burnier (Dutch, 1825-1884) On the Y, near Amsterdam, early morning signed and dated 'R Burnier 73.' (lower right) oil on canvas 92 x 144cm (36 1/4 x 56 11/16in). £2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

39^W
Viggo Christien Frederik Vilhelm Pedersen (Danish, 1854-1926)
The plough team
signed and dated '1917. Vigo Pedersen' (lower right)
oil on canvas
100.5 x 136.5cm (39 9/16 x 53 3/4in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000

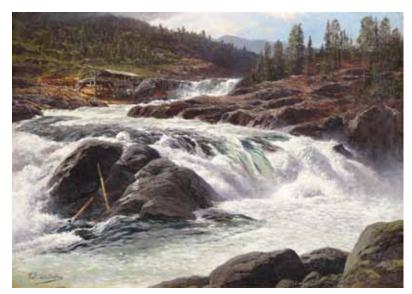


40 Albert Flamm (German, 1823-1906) The town square at twilight signed and dated 'Albert Flamm 1856' (lower left) oil on canvas 52 x 71cm (20 1/2 x 27 15/16in). £4,000 - 6,000 €4,900 - 7,300 U\$\$6,700 - 10,000





42



41

Anton Doll (German, 1826-1887)

An Alpine landscape indistinctly signed and inscribed (lower right) oil on canvas 60 x 76cm (23 5/8 x 29 15/16in).

£3,000 - 4,000 €3,600 - 4,900 US\$5,000 - 6,700

42

Johann Holmstedt (Swedish, 1851-1929)

A Nordic fjord signed 'J Holmstedt' (lower left) oil on canvas 48 x 75cm (18 7/8 x 29 1/2in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

43

Themistocles von Eckenbrecher (German, 1842-1921)

Waterfalls in a Nordic landscape signed and dated 'T.V. Eckenbrecher/1901' (lower left) oil on canvas 53 x 75cm (20 7/8 x 29 1/2in).

£1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000





45

44^{AR} Leopold Ziller (German, 20th Century) A view across the Bosphorus signed 'Ziller.' (lower right) oil on canvas 54 x 65cm (21 1/4 x 25 9/16in). £3.000 - 5.000

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400 45
Giuseppe Carelli (Italian, 1858-1921)
A mediterranean coastal view
signed 'G. Carelli' (lower centre right)
oil on panel
22 x 33cm (8 11/16 x 13in).
£1,500 - 2,000
€1,800 - 2,400
U\$\$2,500 - 3,400





46

Johannes Christiaan Karel Klinkenberg (Dutch, 1852-1924)
Canal scene
signed 'Klinkenberg' (lower right)
watercolour
36 x 54cm (14 3/16 x 21 1/4in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500

47

Charles Leickert (Dutch, 1816-1907)
A village street
signed 'Ch. Leickert' (lower right)
oil on panel
28 x 24.5cm (11 x 9 5/8in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000



48 William Dommersen (Dutch, 1850-1927)

'Rentz Castle on the Moselle'; 'Zonnenberg on the River Spaarne, Holand', a pair

both signed 'W Dommersen' (one lower right, the other lower left) and both inscribed with the titles (on the reverse) oil on canvas

each 40 x 60cm (15 3/4 x 23 5/8in).(2)

£1,500 - 2,000 €1,800 - 2,400 US\$2,500 - 3,400

49

Jan Jacob Spohler (Dutch, 1811-1866)

A countryside canal scene signed 'J J Spohler f.' (lower left) oil on canvas 37 x 56cm (14 9/16 x 22 1/16in). £1,500 - 2,000 €1,800 - 2,400 US\$2,500 - 3,400

PROVENANCE: with Cooling Galleries, London

50^W

Wilhelm von Gegerfelt (German, 1844-1920)

Sail and steam vessels in an estuary signed and dated 'W.Gegerfelt 74.' (lower right) oil on panel

76 x 118cm (29 15/16 x 46 7/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



49







52

John James Wilson (British, 1818-1875)

Shipping off the coast, a pair both signed and dated 'John Wilson/77' (one lower left, one lower right) oil on canvas

each 30 x 51cm (11 13/16 x 20 1/16in).(2)

£1,500 - 2,000 €1,800 - 2,400 US\$2,500 - 3,400 52

Albert Goodwin, RWS (British, 1845-1932)

signed 'Albert Goodwin' (lower right) and inscribed 'The Wreck' (lower left) pencil, watercolour and bodycolour with scratching out 26 x 36cm (10 3/16 x 14 1/8in). £1,000 - 1,500 €1,200 - 1,800

US\$1,700 - 2,500



William Anslow Thornley (British fl, 1858-1898)

Near Sheerness; Scarborough, a pair both signed 'Thornley' (one lower left, the other lower right)

oil on canvas

each 24 x 38cm (9 7/16 x 14 15/16in).(2)

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

54

Circle of Samuel Walters (British, 1811-1882)

A barque beating into Table Bay in a south-easterly gale oil on canvas 49 x 74cm (19 5/16 x 29 1/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



53







56

55 Attributed to William Havell RWS (British, 1782-1857)

View of Venice

signed with monogram and dated '18 WH 31' (lower left) oil on canvas $\,$

30 x 37cm (11 13/16 x 14 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

56

Dean Wolstenholme the Younger (British, 1798-1882) A view of Highgate village from North Hill

A view of Highgate village from North Hi signed 'D Wolstenholme' (lower right) oil on canvas

25.40 x 58.42cm (10 x 23in).

£1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000





58

57
Henry Pether (British, active 1828-1865)
St. Pauls and the Thames by moonlight signed 'Henry Pether' (lower left) oil on canvas
51 x 91cm (20 1/16 x 35 13/16in).
£6,000 - 8,000
€7,300 - 9,700
US\$10,000 - 13,000

58
Follower of Henry Pether (British, active 1828-1865)
Ruins by moonlight
oil on canvas, unframed
63 x 76cm (24 13/16 x 29 15/16in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500





60

James Duffield Harding, OWS (British, 1798-1863) Italian lake scene

signed 'J.D.Harding 1845' (lower left) watercolour

40 x 61cm (15 3/4 x 24in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

James Duffield Harding, OWS (British, 1798-1863)

A capriccio landscape signed and dated 'J.D.Harding 1845' (lower left) watercolour

40 x 61cm (15 3/4 x 24in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000





62

US\$3,400 - 5,000

61 Hugh William Williams (British, 1773-1829) View of Florence from San Miniato pencil, watercolour and gum arabic 39 x 64.4cm (15 3/8 x 25 3/8in). £2,000 - 3,000 €2,400 - 3,600

Williams visited Florence for around a week in late August 1816 as part of his Grand Tour, where he painted a number of views of the city. His journey is documented in a series of correspondences *Travels in Italy, Greece and the Ionian Islands* published in 1820.

62 Ramsay Richard Reinagle (1775-1862) Staines Church, on the Thames, with cattle signed and dated 'R.R. Reinagle/1814' (lower right) watercolour 54.5 x 85cm (21 7/16 x 33 7/16in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE: Collection of John Allnut, esq Sale, Christie, Manson & Woods, LTD, London, 5 June 1942 Private Collection, UK



Joseph Nash (British, 1808-1878) The opening of the Crystal Palace by Queen Victoria, 10th June 1854 watercolour and bodycolour over pencil

38.10 x 50.80cm (15 x 20in). £3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

PROVENANCE:

Sale, Sotheby's London, 26 March 2004, lot 141











64
Edward Aubrey Hunt (American, 1855-1922)
Two views of Tangiers, a pair
one signed 'E Aubrey Hunt' (lower left)
oil on canvas
each 46 x 36cm (18 1/8 x 14 3/16in).(2)
£4,000 - 6,000
€4,900 - 7,300
U\$\$6,700 - 10,000

65
Circle of William Etty, RA (British, 1789-1849)
Portrait of young Indian man
oil on canvas
61 x 50cm (24 x 19 11/16in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500





67

Charles Vacher (British, 1818-1883)

Dendera, Upper Egypt signed, inscribed and dated 'Dendera. Upper Egypt. Charles Vacher 1864' (lower left)

watercolour

42 x 96.5cm (16 1/2 x 38in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

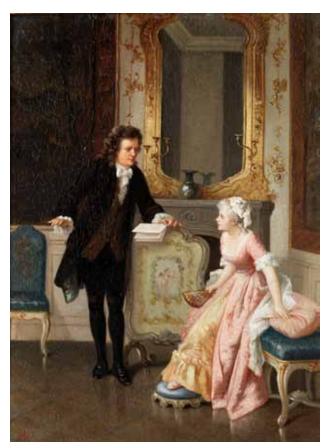
Harry Sutton Palmer, R.I. (British, 1854-1933)

Jerusalem

signed 'Sutton Palmer' (lower left) watercolour with traces of pencil 32.5 x 49.5cm (12 13/16 x 19 1/2in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500





68

Victor Francois Guillaume van Hove (Belgian, 1826-1891) La Musicienne signed and dated 'Hove-/57' (lower left) oil on panel 63.5 x 48.5cm (25 x 19 1/8in). £2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

69

Henry Gillard Glindoni (British, 1852-1913)
The Poem; The Introduction, a pair
both signed with monograms (both lower left)
oil on panel
each 33 x 23cm (13 x 9 1/16in).(2)
£1,200 - 1,800
€1,500 - 2,200
US\$2,000 - 3,000

Charles Meer Webb (British, 1830-1895) In the Tavern

In the Tavern signed and dated 'C M Webb/1858' (lower right) oil on panel 79 x 65cm (31 1/8 x 25 9/16in). £3,000 - 5,000

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

US\$1,700 - 2,500

71

Adolphe François Montfallet (French, 1816-1900)

The game of dice signed 'Montfallet' (lower left) oil on panel 32.5 x 25cm (12 13/16 x 9 13/16in). £1,000 - 1,500 €1,200 - 1,800









72 Jean-Daniel Stevens (second half 19th Century) Family Treasures signed and dated 'JD Stevens 1868' (lower right) oil on panel 63.5 x 48.5cm (25 x 19 1/8in). £3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

Carl Heinrich Hoff, the Elder (German, 1838-1890) The betrothal signed and indistinctly inscribed 'Carl Hoff/D D...' (lower right) oil on canvas 84 x 66cm (33 1/16 x 26in). £5,000 - 7,000 €6,100 - 8,500 US\$8,400 - 12,000



74 Federico Andreotti (Italian, 1847-1930) The shared secret signed 'F Andreotti' (lower left) oil on canvas 46.5 x 37.5cm (18 5/16 x 14 3/4in). £5,000 - 7,000 €6,100 - 8,500 U\$\$8,400 - 12,000

PROVENANCE: with Burlington Paintings Ltd. Private collection, UK



75 Adolphe Joseph Thomas Monticelli (French, 1824-1886)

A fête at the Tuileries inscribed and dated 'MONTICELLI 1856' on the stretcher (according to an old label on the reverse) oil on canvas

39.5 x 31cm (15 9/16 x 12 3/16in).

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400 PROVENANCE: with Ernest, Brown and Phillips, London

EXHIBITED:

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



76
Henri Fantin-Latour (French, 1836-1904)
A sunset reading
oil on canvas
18.5 x 35cm (7 5/16 x 13 3/4in).
£3,000 - 5,000
€3,600 - 6,100
US\$5,000 - 8,400

PROVENANCE:

Private collection, Mrs Holden, Llandudno. Anonymous sale, Christie's, London, 4 December 1984, lot 411 (titled "La Lecture de Shakespeare"). Anonymous sale, Karl & Faber, Munich, 25 November 1987, lot 241. Private collection, Germany.

LITEARATURE:

Probably Madame Victoria Fantin-Latour, Catalogue de l'œuvre complet (1849-1904) de Fantin-Latour, (Paris, 1911), pg. 70, no. 594, titled 'Dame et Cavalier, Ils sont assis et discourent au soleil couchant. Une jeune fille se promene en lisant' and exectured in 1872.

The Property of the London Borough of Lambeth

The following works are to be sold on behalf of the late Mayor of Lambeth, Councillor Mark Bennett, to raise funds for the restoration of works of art in the Town Hall and Lambeth's War Memorials in preparation for the Centenary of the First World War.

77W
Alfred Augustus Glendening (British, 1840-1921)
Under the Beeches
signed and dated 'A.A.GLENDENING.1874-5' (lower right)
oil on canvas
102 x 153cm (40 3/16 x 60 1/4in).
£8,000 - 12,000
€9,700 - 15,000
US\$13,000 - 20,000

EXHIBITED: London, Royal Academy, 1875, no. 894





78^W

Alfred Williams (British, 1829-1906)

First day of winter on the Fells signed and dated 'Alfred. W. Williams. 1873-4' (lower right) oil on canvas

121 x 187cm (47 5/8 x 73 5/8in).

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

EXHIBITED:

London, Royal Academy, 1874, no. 65

79^W

Adam Edwin Proctor (British, 1864-1913)

Sweet Day So Cool signed and dated 'Adam. E. Proctor. 92' (lower right) oil on canvas 123 x 184cm (48 7/16 x 72 7/16in). £3,000 - 5,000

€3,600 - 6,100 US\$5,000 - 8,400

80^W

Edwin Ellis (British, 1841-1895)

Flamborough Head signed 'E. Ellis' (lower left) oil on canvas 100 x 182cm (39 3/8 x 71 5/8in). £1,000 - 1,500 €1,200 - 1,800

US\$1,700 - 2,500

EXHIBITED: London, Royal Academy, 1884, no. 1590



79







82



Other Properties

81

James Hall Cranstoun (British, 1821-1907)
Bothwell Castle, on the Clyde
signed 'J. H. Cranstoun' (lower left)
oil on canvas
61 x 92cm (24 x 36 1/4in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500

82^{AR}

Alfred Fontville de Breanski (British, 1877-1957)

On the River Wey near Guildford; A bend of the Imber at Molesey; Evening on the River Wey; A Lincolnshire stream; a set of four each signed 'A.F.de.Breanski' (two lower left, two lower right)

oil on board each 25 x 35cm (9 13/16 x 13 3/4in).(4) £1,500 - 2,000 €1,800 - 2,400

83

US\$2,500 - 3,400

US\$2,500 - 3,400

Ernest Walbourn (British, 1872-1927)

By the river signed 'Ernest Walbourn' (lower left) oil on canvas 62 x 91.5cm (24 7/16 x 36in). £1,500 - 2,000 €1,800 - 2,400





85

84 Sir Alfred East, RA, RI, PRBA (British, 1849-1913) The Lambourne Valley signed 'ALFRED/EAST' (lower right) and signed and inscribed with title and artist's address (on the reverse) oil on canvas 81 x 101.5cm (31 7/8 x 39 15/16in). in a carved wooden frame £2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

PROVENANCE:

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

EXHIBITED:

(probably) London, Royal Society of British Artists, 1908, no 2

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

85 Edward Wilkins Waite, RBA (British, 1854-1924) The rising moon signed 'E. W. Waite' (lower right) oil on canvas 43 x 59cm (16 7/8 x 23 3/16in). £1,500 - 2,000 €1,800 - 2,400 U\$\$2,500 - 3,400





Sir Ernest Albert Waterlow, RA, PRWS (British, 1850-1919) Water landscape signed 'E Waterlow' (lower right) oil on canvas 94 x 145cm (37 x 57 1/16in). £3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

Alfred Augustus Glendening (British, 1840-1921)

Medmenham, Buckinghamshire; Overcourt Ferry, near Swansea, a pair both signed with initials and dated '89' (one lower left, one lower right) oil on canvas

each 30.5 x 51cm (12 x 20 1/16in).(2)

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

PROVENANCE:

with Richard Green Fine Paintings, London



88 George Cole (British, 1810-1885) The banks of the Thames, Windsor Castle in the distance oil on canvas 78 x 103.5cm (30 11/16 x 40 3/4in). £5,000 - 8,000 €6,100 - 9,700 US\$8,400 - 13,000





89* Benjamin Eugène Fichel (French, 1826-1895) Travelling musicians signed and dated 'E. FICHEL. 1882.' (lower left)

oil on panel 38 x 55.5cm (14 15/16 x 21 7/8in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

William Bass (British, active 1808)

Sancho Panza at the Feast Starved by his Physician signed and numbered 'No 10/Wm Bass' (on the reverse), bears date and inscription '17 Sep 1845/Ann Simpson's' (on the reverse) oil on card

27.5 x 35cm (10 13/16 x 13 3/4in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500





A. Kaufmann (Continental 19th century)

Tales of the sea, a pair both signed 'A.Kaufmann' (one lower left, one lower right) oil on panel

each 68.5 x 55 cm. (26 15/16 x 21 5/8 in.)(2)

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

92

Andreas Franciscus Vermeulen (Belgian, 1821-1884)

Night Market signed 'A Vermeulen' (lower left) oil on panel, unframed 33 x 29.5cm (13 x 11 5/8in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

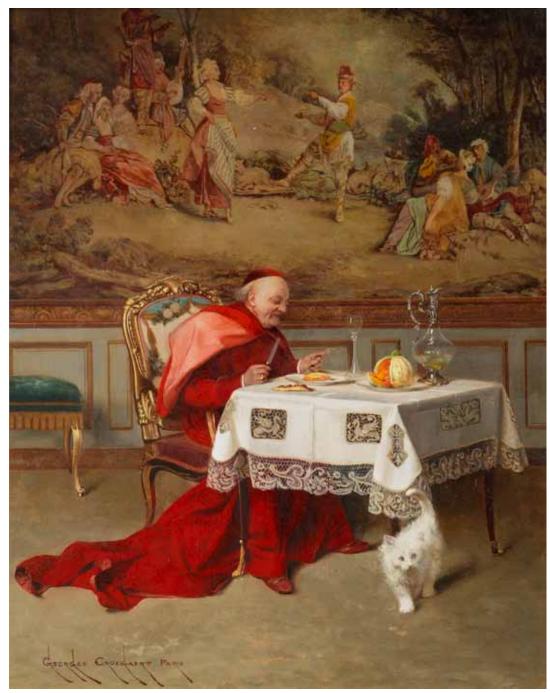
93

Edward Messeyne (Belgian, 1858-1933)

The helping hand signed 'E Messeyne' (lower right) oil on canvas, unframed 94.5 x 79cm (37 3/16 x 31 1/8in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



93



94

Georges Croegaert (Belgian, 1848-1923)

A divine dinner signed and inscribed 'GEORGES CROEGAERT PARIS' (lower left) oil on panel 28 x 22cm (11 x 8 11/16in). £3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400



95^{AR}

Victor Marais-Milton (French, 1872-1948)
The connoisseurs
signed 'V Marais-Milton' (lower right)
oil on canvas
61 x 50cm (24 x 19 11/16in).
£4,000 - 6,000
€4,900 - 7,300
US\$6,700 - 10,000





Henry Towneley Green, R.I. (British, 1836-1899) 'A way they have in the army'

signed 'Towneley Green' (lower left) and signed and inscribed with the title (on an old label attached to the backboard) pencil and watercolour

48.5 x 68cm (19 1/8 x 26 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,700 - 2,500

97

Percy Harland Fisher (British, 1867-1944)

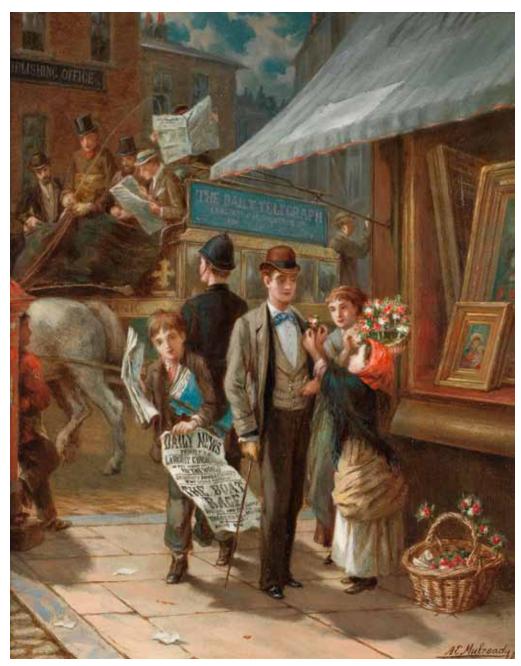
The vegetable seller signed 'P Harland Fisher' (lower right) watercolour

55.5 x 36cm (21 7/8 x 14 3/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,700 - 2,500



98

Augustus Edwin Mulready (British, 1844-1905)

'Our Street of Publishers' signed and dated 'A.E.Mulready/1886' (lower right) and inscribed, signed and dated '"OUR STREET OF PUBLISHERS -/FLEET STREET, LONDON."/Aug.E.Mulready./86.' (on the reverse) oil on panel 23 x 18cm (9 1/16 x 7 1/16in).

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

PROVENANCE:

Sale, Sotheby's London, 14 December 1988, lot. 135







99^{AR}

Carlton Alfred Smith, RI, RBA, ROI (British, 1853-1946)

The foundling

signed and dated 'Carlton. A. Smith. 1907.' (lower left)

watercolour

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

£1,500 - 2,000

€1,800 - 2,400

US\$2,500 - 3,400

100

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

In quiet contemplation

watercolour

41 x 33cm (16 1/8 x 13in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,700 - 2,500

101

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

At the looking glass

signed 'G G Kilburne' (lower left)

watercolour

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,700 - 2,500



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

In the garden at the Alhambra signed with monogram and studio stamp (lower right) watercolour 22 x 29cm (8 11/16 x 11 7/16in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

103

Alfred Glendening Jr. (British, 1861-1907)

A choice blossom signed with monogram and dated '1900' (lower right) watercolour 55 x 35cm (21 5/8 x 13 3/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500





104



104
Attributed to Henry Le Jeune, A.R.A. (British, 1819-1904)
The head of a maiden
oil on canvas
25 x 20cm (9 13/16 x 7 7/8in).
£2,500 - 3,500
€3,000 - 4,300
U\$\$4,200 - 5,900

105
Sophie Anderson (British, 1823-1903)
Portrait of a young girl
signed 'S. Anderson' (lower right)
oil on canvas
36 x 30cm (14 3/16 x 11 13/16in).
£1,500 - 2,000
€1,800 - 2,400
U\$\$2,500 - 3,400

106
Arthur Hill (British, active 1858-1893)
Blowing bubbles
signed and dated 'Arthur Hill./-/84' (lower right)
oil on canvas
66 x 26cm (26 x 10 1/4in).
£3,000 - 5,000
€3,600 - 6,100
U\$\$5,000 - 8,400







107 Giuseppe Mazzolini (Italian, 1806-1876) Classical scene with a Goddess chastising cupid signed and dated 'G. Mazzolini Roma 1859' (lower centre) oil on canvas 61 x 49cm (24 x 19 5/16in). £1,500 - 2,000 €1,800 - 2,400 U\$\$2,500 - 3,400

PROVENANCE:

By family repute possibly purchased in Italy in the mid 19th Century Thence by descent

108 Continental School, 19th Century Two classical scenes, a pair oil on canvas each 31 x 40cm (12 3/16 x 15 11/16in).(2) £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



109 George Karl Koch (German, 1857-1930) A debate in ancient times signed and dated 'G Koch 93.' (lower right) oil on canvas 61 x 107cm (24 x 42 1/8in). £3,000 - 5,000 €3,600 - 6,100 U\$\$5,000 - 8,400

110^W

After Sir Lawrence Alma-Tadema OM, RA A Harvest Festival oil on canvas 120 x 90cm (47 1/4 x 35 7/16in). £2,000 - 3,000

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

The present lot is a copy after the original of the same title by Sir Lawrence Alma-Tadema, sold at Christie's London in the Forbes Collection Sale, 19 February 2003, lot 1







111

Sir Edward Coley Burne-Jones, Bt., ARA, RWS (British, 1833-1898) Study of a lady bidding farewell, A small landscape study, framed as one pencil

largest 18.5 x 14.5cm (7 5/16 x 5 11/16in). other 7 x 9cm (2 3/4 x 3 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

112

Louis B. Davis (British, 1861-1941)

A study for a stained glass window

signed and inscribed 'Louis Davis Pinner/KINDLY HANDLE WITH GREAT CARE' (upper left)

charcoal with an ink border

126 x 64cm (49 5/8 x 25 3/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,700 - 2,500

Louis B Davis was a notable English illustrator, watercolourist and stained glass artist and an active member of the Arts and Crafts Movement. It is for his stained glass that he is best remembered, a skill he learnt whilst studying under Christopher Whall. Davis designed and created a number of notable stained glass windows such as the First World War memorial window at Cheltenham College and the choir windows at Dunblane Abbey.

Davis was an acquaintance of William Morris, Edward Burne-Jones and Dante Gabriel Rossetti and his work has a distinctly Pre-Raphelite character both in style and subject matter, indeed, the art historian Sir Nikolaus Pevsner describes him as the last of the Pre-Raphelite artists.

It is thought the present lot possibly depicts St Cecilia seated before her harpsichord.



113^{AR}

Dorothy Webster Hawksley (British, 1884-1970)

Stepping stones signed 'HAWKSLEY' (lower right) watercolour 54 x 52cm (21 1/4 x 20 1/2in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

EXHIBITED:

London, Royal Institute of Painters in Watercolours, titled 'Summer', no. 2

114^{AR}

Jessie Marion King (British, 1875-1949) The Child watercolour

14 x 11.5cm (5 1/2 x 4 1/2in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

with Ewan Mundy Fine Art, Glasgow with The Fine Art Society, London



113









115



115

Edward Clifford (British, 1844-1907)

'Shoredam', 'Rowfant', 'Chenies', 'Maderria', a set of four landscapes, framed as one

all dated and two works signed with initials

watercolour

each 25 x 33cm (9 13/16 x 13in).(2)

Sold together with another work by the same hand titled 'Bellagio from Cadenabbia', unframed.

£800 - 1,200

€970 - 1,500 US\$1,300 - 2,000

PROVENANCE:

By descent through the artist's family.

Edward Clifford (British, 1844-1907)

A folio of approximately fifty watercolours and pencil sketches taken from the artist's scrap book

variously signed, inscribed and dated

watercolour and pencil

various sizes

£2,000 - 3,000

€2,400 - 3,600

US\$3,400 - 5,000

PROVENANCE:

By descent through the artist's family.



117 Edward Clifford (British, 1844-1907)

Bluebells, Abbeylix Woods signed and inscribed 'Abbey Lix Woods/E. Clifford.' (lower right) watercolour

34.5 x 80cm (13 9/16 x 31 1/2in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

By descent through the artist's family.

118^{AR}

Beatrice Parsons (British, 1870-1955)

Twixt wood and garden, Brook House, Sussex; 'Garden Temple, Kew', a pair

One signed 'Beatrice Parsons' (lower right) and the other signed 'Beatrice Parsons' (lower right) and inscribed 'Garden Temple/Kew' (lower left)

watercolour over traces of pencil each 37 x 47cm (14 9/16 x 18 1/2in).(2)

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



118





119



120



119

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

The approaching storm

signed and dated 'Sidney Cooper RA/1898' (lower right) and signed, dated and stamped with artist's wax seal (on the reverse)

oil on panel

25 x 40cm (9 13/16 x 15 3/4in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

We are grateful to Mr Kenneth Westood for confirming the authenticity of this work from photographs.

120

Attributed to Thomas Sidney Cooper, RA (British, 1803-1902), and Thomas Creswick, RA (British 1811-1869)

Shepherding the flock down a country lane

bears signatures (lower right)

oil on canvas

60 x 79 cm (23 5/8 x 31 1/8in).

£1,000 - 1,500 €1,200 - 1,800

US\$1,700 - 2,500

121

Attributed to Henry John Boddington (British, 1811-

Boy fishing on a bridge

bears signature

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,700 - 2,500



Claude L. Clark (British, fl. 1890)

'Scene near Newington (Folkstone)' signed and dated 'Claude Lor. Clark 1890' (lower right) and inscribed with title, signed and dated (on the reverse) oil on canvas 51 x 76cm (20 1/16 x 29 15/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

with Fine Art of Oakham Ltd., Leicestershire

123

William Frederick Hulk (British, 1852-1906)

Drover and cattle signed 'W.F. Hulk.' (lower right) oil on canvas 76.5 x 127cm (30 1/8 x 50in). £1,000 - 1,500 €1,200 - 1,800

US\$1,700 - 2,500

124

Frederick Waters Watts (British, 1800-1862)

View of chalk pits, Hampstead Heath oil on canvas 44 x 59cm (17 5/16 x 23 1/4in). £1,500 - 2,000 €1,800 - 2,400 US\$2,500 - 3,400

PROVENANCE:

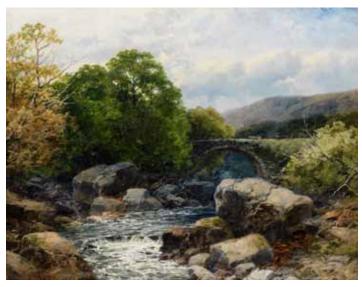
with Hahn Fine Art Dealers, London, where purchased by the present owners family in 1981



123







126



127

125
Henri Joseph Harpignies (French, 1819-1916)
Evening
signed and dated 'h harpignies. 98' (lower left)
oil on canvas
65.5 x 81cm (25 13/16 x 31 7/8in).
£3,000 - 5,000
€3,600 - 6,100
US\$5,000 - 8,400

126

John Brandon Smith (British, 1848-1884)
Old bridge on the Dulas, South Wales
signed and dated 'J B Smith/1880' (lower left)
oil on canvas
36 x 47cm (14 3/16 x 18 1/2in).
£1,500 - 2,000
€1,800 - 2,400
US\$2,500 - 3,400

PROVENANCE:

Sale, Philip's London, 28 April 1992, lot 108

127

Frederick Buckstone (British, fl. 1857-1880) 'Clovelly, Devon'; 'Mill Mouth, Clovelly', a pair both signed and dated 'J. Buckstone. 1882.' (lower left) and both titled and signed (on the reverse) both oil on canvas each 25.5 x 35.5cm (10 1/16 x 14in).(2) £1,000 - 1,500 €1,200 - 1,800 U\$\$1,700 - 2,500



128

Arthur Foord Hughes (British, 1856-1914)
The evening harvest
signed 'A.FOORD.HUGHES.' (lower left)
oil on canvas
50.5 x 91cm (19 7/8 x 35 13/16in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000

129^W

Alexander Lawson (British, active 1890-1903)

'A pasture by the sea' signed 'Alex Lawson' (lower left) and inscribed with the title and artist's address (on a label attached to the frame) oil on canvas 76.5 x 153cm (30 1/8 x 60 1/4in).

£1,000 - 2,000 €1,200 - 2,400 US\$1,700 - 3,400

130

Creswick Boydell R.C.A. (British, fl. 1889-1916)

Bringing in the catch signed 'Creswick Boydell. A.R.C.A' (lower right) oil on canvas 46 x 122cm (18 1/8 x 48 1/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



129





131
Charles Hunt (British, 1829-1900)
The artist at work
signed and dated 'C. Hunt./1885' (lower left)
oil on canvas
61 x 92cm (24 x 36 1/4in).
£3,000 - 5,000
€3,600 - 6,100
US\$5,000 - 8,400



132
Charles Hunt (British, 1829-1900)

'Trial by Jury'
signed and dated 'C Hunt 86' (lower left) and inscribed on the reverse

'Trial by Jury'/Charl. Hunt/Granville Rd./Wandsworth' (on the reverse)
oil on canvas
61 x 92cm (24 x 36 1/4in).
£3,000 - 5,000
€3,600 - 6,100
U\$\$5,000 - 8,400





133^{AR}

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

Interior scene

signed and dated 'CHARLES SPENCELAYH/1956' (lower right) oil on canvas

61 x 47cm (24 x 18 1/2in).

£2,000 - 3,000

€2,400 - 3,600

US\$3,400 - 5,000

PROVENANCE:

with G. M. Lotinga, London, December 1959 Private collection, UK

134

John Callcott Horsley, RA (British, 1817-1903)

'Auld Grannie and the wee Nan - study of a Highland Interior in Argyleshire'

signed and dated 'Horsley/1854' (lower left)

oil on canvas

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

£2,500 - 3,500

€3,000 - 4,300

US\$4,200 - 5,900

EXHIBITED:

London, Royal Academy, 1855, no. 449



135

Henry Tonks (British, 1861-1937)

After the bath

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

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

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

PROVENANCE:

Mrs. Goodbody, USA

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

EXHIBITED:

London, New English Art Club, 1913, no.93 London, Pyms Gallery, *Life and Landscape*, 1991, cat. no.23 Touring exhibition: *The Edwardians, Secrets and Desires*, National Gallery of Australia, Canberra: 12.3-14.6.04 and Art Gallery of

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







138

136
Circle of George Lance (British, 1802-1864)
Still life of fruit
signed
oil on canvas
69 x 63cm (27 3/16 x 24 13/16in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500

PROVENANCE: with Cooling Galleries, London

137
Heindrick Jan Hein (1822-1866)
Still life of fruit
signed 'Hein. fec' (lower left)
oil on board
49 x 39cm (19 5/16 x 15 3/8in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500

Ange Louis Guillaume Lesourd-Beauregard (French, 1800-1873)
Still life of fruits signed 'Lesourd-Beauregard' (lower right) oil on board 22 x 35.5cm (8 11/16 x 14in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



139

139^{AR}

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

Rustic still life of a tankard and a string of garlic signed with initials 'FB' (upper right) and signed and inscribed with the artist's address (on a label attached to the stretcher) oil on canvas

41 x 65cm (16 1/8 x 25 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

with The Fine Art Society, London

140^{AR}

Cecil Kennedy (British, 1905-1997)

Roses in a vase signed 'Cecil Kennedy' (lower right) oil on canvas 76 x 63.5cm (29 15/16 x 25in). £4,000 - 6,000

€4,900 - 7,300 US\$6,700 - 10,000

PROVENANCE:

with Cooling Galleries, London



140





142

141 Beppe Ciardi (Italian, 1875-1932)

I frutti della terra

signed and dated 'Beppe Ciardi/1892' (lower left); also signed and dated on the reverse and signed and dated on the stretcher; inscribed with title on an old label attached to the reverse

oil on canvas

33 x 36cm (13 x 14 3/16in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

142

Beppe Ciardi (Italian, 1875-1932)

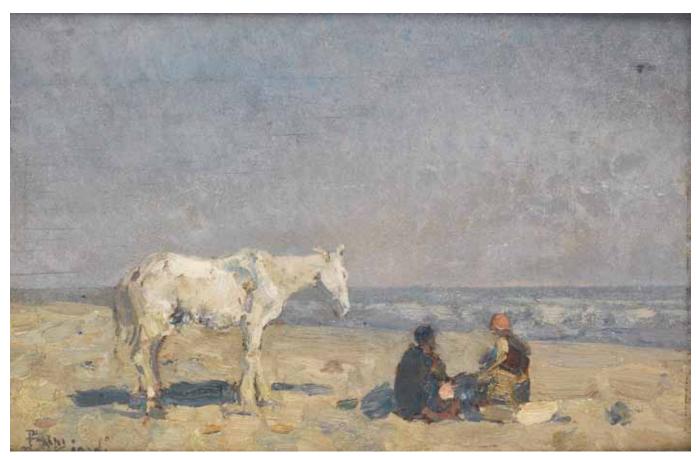
Three river landcapes

one signed 'Beppe Ciardi' (lower left), all signed, variously dated '1889-1891-1892', one inscribed 'copia da Guglielmo' and indistinctly inscribed on the reverse

oil on panel

each 12 x 19cm (4 3/4 x 7 1/2in), framed as one

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000



143 Beppe Ciardi (Italian, 1875-1932)

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

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

EXHIBITED

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





144

Andrei Afanasievich Jegorov (Russian, 1878-1954)
Across the snowy field
signed in Latin (lower right)
gouache
25 x 32cm (9 13/16 x 12 5/8in).
£1,500 - 2,000
€1,800 - 2,400
US\$2,500 - 3,400

145

Adolf (Constantin) Baumgartner-Stoiloff (German/Austrian, 1850-1924)

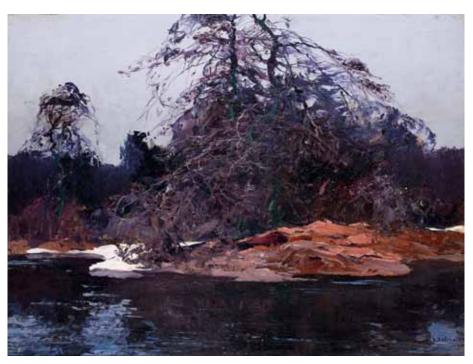
A Siberian gold convoy signed 'C. Stoiloff' (lower left) oil on canvas 100 x 73.5cm (39 3/8 x 28 15/16in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

Sale, Sotheby's London, 29 November 2005, lot 32



146



147

146 Stepan Fedorovich Kolesnikov (Russian, 1879-1955)

signed in Latin (lower right) and bears number 'no. 36' (on the reverse) oil on board

48 x 71cm (18 7/8 x 27 15/16in).

£6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000

EXHIBITED

Paris, Galeries Georges Petit, Exposition Stepan Kolesnikoff, Peintures, 16-31 March 1927, possibly no. 36 'Les Primitifs' Acquired from the above Thence by descent to the present owner

147

Stepan Fedorovich Kolesnikov (Russian, 1879-1955)

La dernier neige

signed in Latin and indistinctly dated '19-' (lower right) and bears number and inscription 'no. 19/dernier neige' (on the reverse) oil on board

46 x 55cm (18 1/8 x 21 5/8in). £6,000 - 8,000

£6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000

EXHIBITED:

Paris, Galeries Georges Petit, Exposition Stepan Kolesnikoff, Peintures, 16-31 March 1927, possibly no. 19 Acquired from the above

Thence by descent to the present owner



148
Edward Stott, ARA (British, 1859-1918)
Echo
signed with monogram (lower left)
oil on canvas
69 x 98cm (27 3/16 x 38 9/16in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000

PROVENANCE:

Sale, Christie's London, 13 November 1992, lot 146





150

149 Mark Senior (British, 1864-1927)

'An Old Bridge, Bruges' signed 'Mark Senior' (lower left) and signed and inscribed with the title (on the reverse) oil on canvas

48.5 x 59.5cm (19 1/8 x 23 7/16in). £4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

PROVENANCE:

Sale, Phillips Leeds, 27 June 2000, lot 245

EXHIBITED:

London, The Fine Art Society, *The Staithes Group*, March 2002, no. 69 Whitby, Whitby Museum, *From Runswick to Russia, paintings by members of the Staithes Group*, April 2005 - An exhibition presented by Peter Haworth, illustrated in exhibition catalogue page 82, plate 69.

150
Mark Senior (British, 1864-1927)
Figures on the outskirts of town signed 'M Senior' (lower right) oil on panel 20 x 30cm (7 7/8 x 11 13/16in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500



151 William Banks Fortescue (English, 1850-1924) The Village Lane signed 'W. B. FORTESCUE' (lower left) oil on canvas laid to board 56 x 76cm (22 1/16 x 29 15/16in). £4,000 - 6,000 €4,900 - 7,300

PROVENANCE:

US\$6,700 - 10,000

Sale, Christie's London, 15 October 1993, lot 144



152 Harold Harvey (British, 1874-1941) Lighting up signed and dated 'Harold Harvey/1902' (lower left) oil on canvas 31 x 26cm (12 3/16 x 10 1/4in). £2,000 - 3,000

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000 PROVENANCE: with Frost & Reed, Ltd. Private collection.

We are grateful to Peter Risdon, who has confirmed the authenticity of the present lot on first hand inspeciton. The work will appear in his online catalogue of Harold Harvey's work, www.haroldharvey.info.





154

153^{AR} Samuel John Lamorna Birch RA, RWS, RWA (British, 1869-1955) A Manchester Playing Ground

signed 'S.J.Lamorna Birch.' (lower right) watercolour and pencil

43 x 56cm (16 15/16 x 22 1/16in). £1,000 - 1,500

€1,200 - 1,800 US\$1,700 - 2,500

EXHIBITED:

London, The Fine Art Society Ltd., 1922 Exhibition, no.62

154^{AR}

Sir George Clausen RA, RWS (British, 1852-1944)

Sunset landscape signed 'G CLAUSEN.' (lower right)

watercolour

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

EXHIBITED:

Bradford, City of Bradford Art Gallery, no. 70





156

155 Philip Wilson Steer O.M., N.E.A.C. (British, 1860-1942) Evening on the Isle of Wight signed and dated 'P W Steer 1919' (lower left) oil on canvas 50 x 77cm (19 11/16 x 30 5/16in). £3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

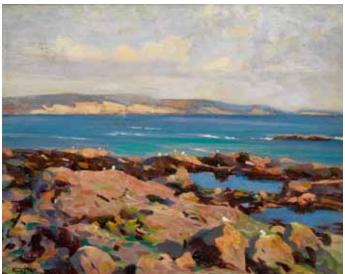
156
Mark Senior (British, 1864-1927)
Fields at Runswick Bay
signed, dated and indistinctly inscribed 'Mark Senior/...at Runswick
Bay/1927' (on the reverse)
oil on board
18 x 23cm (7 1/16 x 9 1/16in).
£1,000 - 1,500
€1,200 - 1,800
US\$1,700 - 2,500

PROVENANCE: The artist's family





158



159

157 Edward Cucuel (American, 1879-1954)

'Rancho Santa Anita' signed 'Cucuel' (lower left) and signed and titled (on the reverse) oil on board

41 x 52cm (16 1/8 x 20 1/2in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

158

Mark Senior (British, 1864-1927)

'Morning'

signed, dated and inscribed with title 'Morning/Mark Senior 1919' (on the reverse)

oil on panel

22 x 27cm (8 11/16 x 10 5/8in).

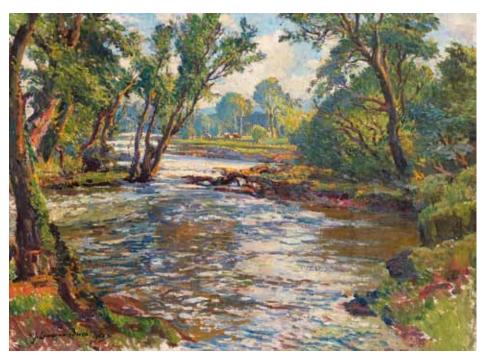
£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

159^{AR}

Frederick Hall (British, 1860-1948)

Mounts Bay, Cornwall signed 'Fred Hall' (lower left) oil on panel 29 x 36cm (11 3/8 x 14 1/8in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500





161

160^{AR} Samuel John Lamorna Birch RA, RWS, RWA (British, 1869-1955) Towards St Ives signed 'S. J. Lamorna Birch' (lower right) oil on canvas 38 x 46cm (14 15/16 x 18 1/16in). £3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

161* AR
Samuel John Lamorna Birch RA, RWS, RWA (British, 1869-1955)
The shady pool signed and dated 'S. J. Lamorna Birch 1955.' (lower left) oil on canvas 56 x 76.5cm (22 1/16 x 30 1/8in). £2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000





163

162
Terrick John Williams, RA (British, 1860-1936)
On the Lagoon, Venice
signed 'Terrick Williams' (lower left)
oil on board
18 x 23cm (7 1/16 x 9in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000

163
Terrick John Williams, RA (British, 1860-1936)
'Twilight'
signed 'Terrick Williams' (lower right) and inscribed on the reverse
oil on canvas
23 x 29cm (9 x 11 3/8in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000



164



Algernon Talmage RA ROI RWA ARE (British, 1871-1939) The watering place

signed and dated 'a. Talmage/33' (lower right) oil on canvas

76 x 106cm (29 15/16 x 41 3/4in).

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

PROVENANCE:

Deutsche Bank Collection Purchased from the above by the present owner in 2006

165 Algernon Talmage RA ROI RWA ARE (British, 1871-1939)

Hayle Downs signed 'A. Talmage' (lower right) oil on canvas 35 x 45.5cm (13 3/4 x 17 15/16in). £1,500 - 2,000

€1,800 - 2,400 US\$2,500 - 3,400



166^{AR}

Edward Seago, RWS (British, 1910-1974)
Boats in dry dock
signed 'Edward Seago' (lower left)
watercolour
26 x 36cm (10 1/4 x 14 3/16in).
£3,000 - 5,000
€3,600 - 6,100 US\$5,000 - 8,400



167^{AR}

Sir William Russell Flint, RA, PRWS (British, 1880-1969)

The munitioners' pool signed and dated 'W.RUSSELL FLINT. 1916' (lower right), inscribed with title and artist's address (label on the reverse) watercolour

36 x 51.5cm (14 3/16 x 20 1/4in).

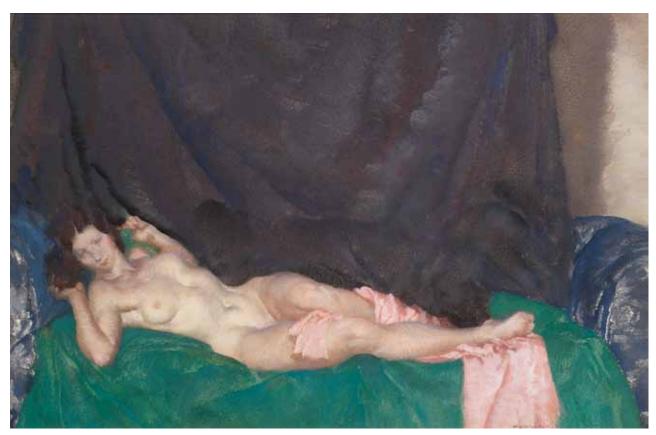
£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000

PROVENANCE:

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

EXHIBITED:

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



168^{AR} Sir William Russell Flint, RA, PRWS (British, 1880-1969) Reclining nude on green draped divan signed 'W RUSSELL FLINT' (lower right) watercolour 30 x 44cm (11 13/16 x 17 5/16in). £6,000 - 8,000 €7,300 - 9,700 US\$10,000 - 13,000



169^{AR}

Sir William Russell Flint, RA, PRWS (British, 1880-1969)

'Nude study'

signed 'W Russell Flint' (lower right) and signed and titled (on the backboard)

red chalk

19 x 30cm (7 7/16 x 11 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,700 - 2,500

PROVENANCE:

with The Fine Art Society, London, April 1956

170^{AR}

Sir William Russell Flint, RA, PRWS (British, 1880-1969)

Gipsy Gir

signed 'W Russell Flint' (lower right) and inscribed 'Study of a Gipsy in

Castillian...' (lower edge)

watercolour

21 x 11cm (8 1/4 x 4 5/16in).

£3,000 - 5,000

€3,600 - 6,100

US\$5,000 - 8,400



170





173



172

171^{AR}

Dame Laura Knight RA, RWS (British, 1877-1970)

John Gielgud at the Regent Theatre

signed and inscribed 'Gielgud Regent Theatre/Laura Knight' (lower right) black chalk

35 x 25.5cm (13 3/4 x 10 1/16in).

There is an additional chalk sketch of a seated lady on the reverse.

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

Sale, Sotheby's London The John Gielgud Collection, 5 April 2001, lot 252

172^{AI}

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

Clowns for Carno's Circus signed 'Laura Knight' (lower right)

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

Sale, Sotheby's London, 7 May 1975

172A

Dame Laura Knight RA, RWS (British, 1877-1970)

Staithes Fisherfolk; Salting the Herring, a pair

blue crayon

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

There is an additional drawing on the reverse of Salting the Herring.

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

PROVENANCE:

with Walker Art Galleries, Harrogate, Yorkshire



174^{AR}

Sir William Russell Flint, RA, PRWS (British, 1880-1969)

A Windy April Day, Frensham signed 'W Russell Flint' (lower right) watercolour 23 x 38cm (9 1/16 x 14 15/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$2,500 - 3,400

175^{AR}

Sir William Russell Flint, RA, PRWS (British, 1880-1969) 'Cutlery Stall, Hesdin Market' signed and dated 'W RUSSELL FLINT/1906' (lower right) and inscribed with title, date and signature (on the reverse) watercolour and bodycolour 33 x 39cm (13 x 15 3/8in).

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

PROVENANCE:

with Frost & Reed, London, with title 'Scythe blades and knives, Hesdin'

EXHIBITED:

London, Royal Academy of Arts, William Russell Flint Exhibition, 1962, no. 35



175





177

176 George Hillyard Swinstead (British, 1860-1926) Portrait of a girl, full length, amongst blossom signed and dated 'G Hillyard Swinstead/1905' (lower left) oil on canvas

128 x 77cm (50 3/8 x 30 5/16in). £3,000 - 5,000 €3,600 - 6,100 U\$\$5,000 - 8,400

177^{AR}

Ralph Peacock (British, 1868-1946)
Portrait of Beryl Bishop
signed 'RALPH PEACOCK' (lower right)
oil on canvas
135.5 x 70.5cm (53 3/8 x 27 3/4in).
£3,000 - 5,000
€3,600 - 6,100
US\$5,000 - 8,400

PROVENANCE: Mr and Mrs Bishop Thence by descent to the present owner



178^{AR}

Sir Gerald Festus Kelly, RA (British, 1879-1972)
Portrait of Barbara Back, seated with a string of pearls oil on canvas
80 x 65cm (31 1/2 x 25 9/16in).
In an original artist's painted exhibition frame.
£4,000 - 6,000
€4,900 - 7,300

EXHIBITED:

US\$6,700 - 10,000

Art Gallery and Museum, June 1958

London, *Exhibition of works by Sir Gerald Kelly*, Diploma Gallery, Royal Academy of Arts, 1957, no. 277 Plymouth, *Exhibition of paintings by Sir Gerald Kelly*, City of Plymouth

179^{AR}

Attributed to Sir Gerald Festus Kelly, RA (British, 1879-1972)
Mademoiselle
bears signature (lower left)
oil on canvas, framed as oval
69 x 57cm (27 3/16 x 22 7/16in).
£1,500 - 2,000
€1,800 - 2,400
U\$\$2,500 - 3,400



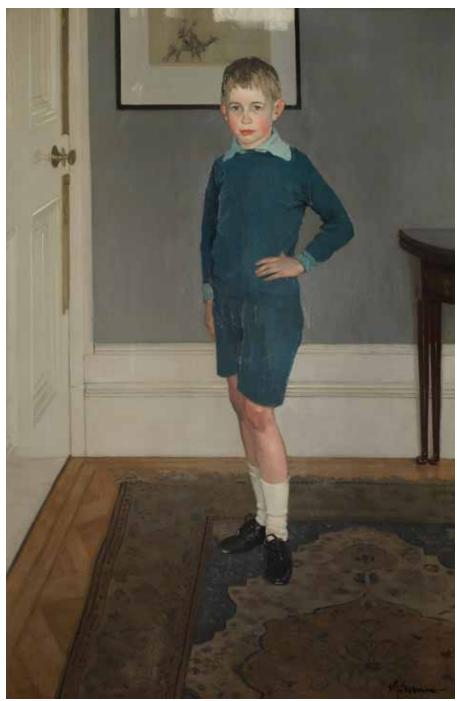


180 Niels Moeller Lund (Danish, 1863-1916) Ready for bed

signed and dated 'Niels M Lund. 1906' (lower right) and inscribed, dated and signed 'Philip Draper./June, 1906./Niels M Lund/pinx' (on the reverse) oil on canvas

127 x 76.5cm (50 x 30 1/8in). £4,000 - 6,000

£4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000



181^{AR W}

Sir Herbert James Gunn RA PRP RSW (British, 1893-1964)
Portrait of a young boy, standing

Portrait of a young boy, standing signed 'H. Gunn.' (lower right) oil on canvas 152 x 102cm (59 13/16 x 40 1/8in). £4,000 - 6,000 €4,900 - 7,300

PROVENANCE:

US\$6,700 - 10,000

Sale, Sotheby's London, 4 March 1998, lot 6



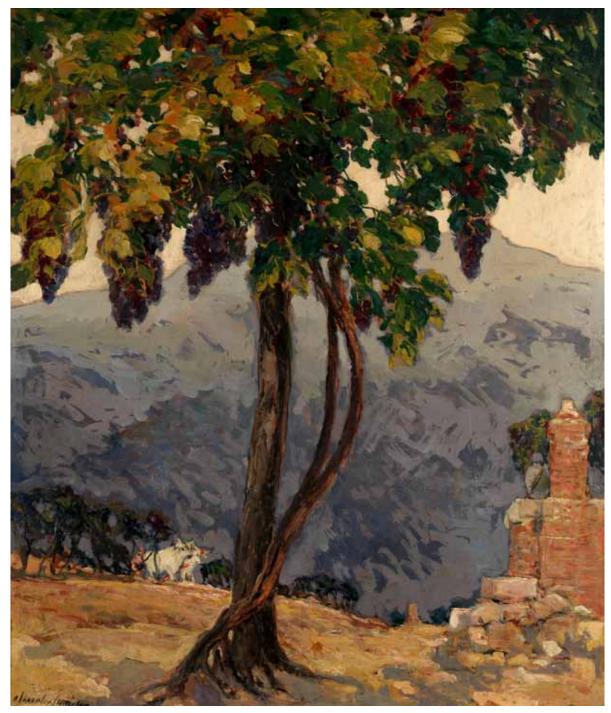


183

182^{AR} William Lee Hankey RWS, RI, ROI, RE (British, 1869-1952) A French street scene signed 'W Lee-Hankey' (lower right) oil on canvas 50 x 60cm (19 5/8 x 23 9/16in). €3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

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

'A Street Corner, Cassis'
signed 'Terrick Williams' (lower rigth) and inscribed 'A Street Corner,
Cassis/near Marseilles/1924-5/by Terrick Williams A.R.A.' (on the reverse)
oil on canvas
35 x 45cm (13 3/4 x 17 11/16in).
£2,000 - 3,000
€2,400 - 3,600
US\$3,400 - 5,000



184 Alexander Jamieson ROI (British, 1873-1937) The Old Vine, San Giminiano, Italy signed 'alexander jamieson' (lower left) oil on panel 70 x 55cm (27 1/2 x 21 5/8in). £3,000 - 5,000

£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

PROVENANCE:

Gifted by the artist's daughter to her friend Ms Dorothy Anne Foster in 1952

Presented to the New Cavendish Club in 1964

Painted circa 1927.

The New Cavendish Club was orignally formed for the ladies and nurses of the Voluntary Aid Detachment, or VADs. This work was presented to the club in loving memory of Ms Foster by her three sisters and has remained in the private collection of the New Cavendish Club since.





186

185^{AR} Marcel Dyf (French, 1899-1985) Mas dans les blés en Provence signed 'Dyf' (lower left) oil on board 18 x 24cm (7 1/16 x 9 7/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

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. 4940.

186^{AR}

Octave Denis Victor Guillonnet (French, 1872-1967) Figures in the park signed 'ODV-Guilionnet.' (lower right)

oil on canvas, unframed 33 x 41cm (13 x 16 1/8in). £1,000 - 1,500

€1,200 - 1,800 US\$1,700 - 2,500



187^{AR} Marcel Dyf (French, 1899-1985) Anémones et anthémis signed 'Dyf' (lower right) oil on canvas 55 x 46cm (21 5/8 x 18 1/8in). Executed in 1965 £4,000 - 6,000 €4,900 - 7,300 U\$\$6,700 - 10,000

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. 4598.

188^{AR}

Françoise Gilot (French, born 1921)

'Le vase fond rouge' signed and dated 'F.Gilot 58' (lower left), signed and dated 'F.Gilot FEVRIER 58' (on the stretcher) oil on canvas 65 x 46cm (25 9/16 x 18 1/8in). £5,000 - 7,000 €6,100 - 8,500 US\$8,400 - 12,000

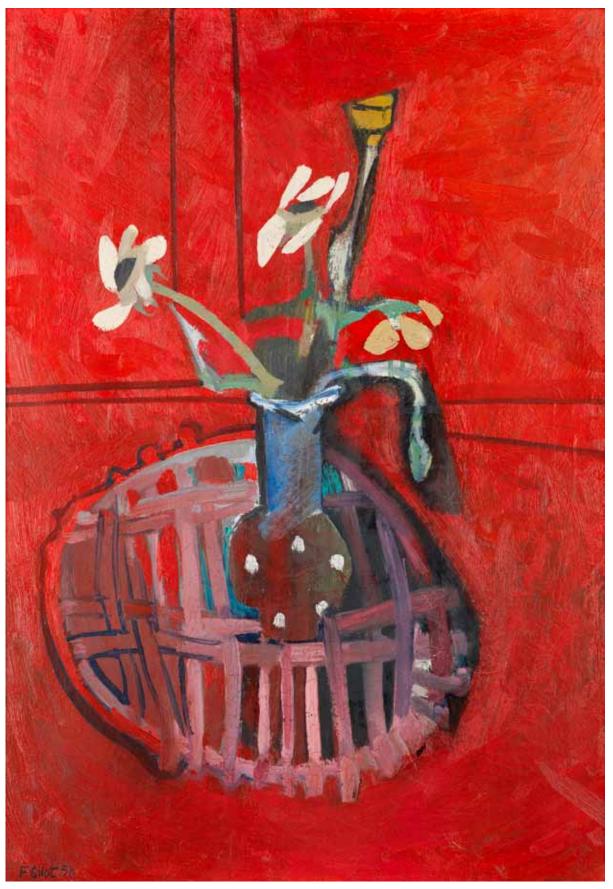
PROVENANCE:

with Maison de la Pensée Francaise Sale, Bonhams Knightsbridge, Modern Paintings, Drawings and Sculpture. To be Sold on Behalf of The Appeal for Amnesty for Spanish Political Prisoners and Exiles., 12 October, 1961 Where purchased by the present owner

The present work has previously appeared in these rooms as part of an evening sale in aid of the Appeal for Amnesty for Spanish Political Prisoners & Exiles that took place in 1961. The charity auction was inspired by the article The Forgotten Prisoners published earlier that year by British lawyer, Peter Benenson. The article, written after Benenson's discovery of two Portuguese students who had been imprisoned for raising a toast to freedom, led to the forming of Amnesty International and the worldwide campaign Appeal for Amnesty 1961. The catalogue forward was written by the artist Michael Ayrton, who had himself run away to fight in the Spanish Civil War as a precocious 15 year old. A cause close to his heart, Picasso had contributed one of his paintings to the sale and had written an open letter to his fellow artists requesting they do likewise. He succeeded in getting generous donations from, amongst others, Henry Moore, Augustus John, Max Ernst, John Piper, Victor Vasarely, Sidney Nolan, Julian Trevelyan, Kenneth Armitage, the widows of Raoul Dufy, Wassily Kandinsky, Fernand Leger, Albert Marquet and his ex lover and muse, Francoise Gilot.

Francoise Gilot decided to become an artist at the age of 5 and, despite her father's insistence that she become an international lawyer, achieved her ambition with single-minded resolve. Although she became Picasso's partner Gilot developed her own style and was determined not to be overshadowed by him. They met in 1943 in a restaurant in Paris during the Occupation, and she eventually moved into Picasso's studio in 1946. The couple lived together for 10 years and had two children, Claude and Paloma, before Gilot, tired of Picasso's domineering attitude, resolved to go her own way.

The present painting is one of a series of still lifes she completed in 1958 executed in muted half-tones and subtle glazes. It explores two of Gilot's favourite themes: colour and still lifes, which she also calls "Riddles of everyday life" (webiste *The F.Gilot Archives, Themes in Gilot's Work*). She often painted narcissi as they reminded her of the flowers in her parent's garden in Neuilly where she grew up.







189

French School, 19th Century Reclining nude indistinctly signed (lower right) oil on canvas 43 x 78cm (16 15/16 x 30 11/16in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

Charles Zacharie Landelle (French, 1812-1908) A water nymph signed 'Ch Landelle' (lower right) oil on panel 32 x 20cm (12 5/8 x 7 7/8in). £1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500



191^{AR}

US\$6,700 - 10,000

Paul Sieffert (French, 1874-1957)

Femme nue couchée signed 'P. Sieffert' (lower right) and signed and numbered 'P. Sieffert. No 515.' (on the reverse) oil on board 38 x 55cm (14 15/16 x 21 5/8in). £4,000 - 6,000 €4,900 - 7,300





193

192* AR Constantine Kluge (French, 1912-2003) L'Avenue Gabriel signed 'G Kluge.' (lower left)

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

£1,200 - 1,800 €1,500 - 2,200 US\$2,000 - 3,000

PROVENANCE: with Frost & Reed Ltd., London

193

Eugène Galien-Laloue (French, 1854-1941)

La Madeleine, Paris signed 'E. Galien-Laloue' (lower left)

gouache 19 x 30.5cm (7 1/2 x 12in).

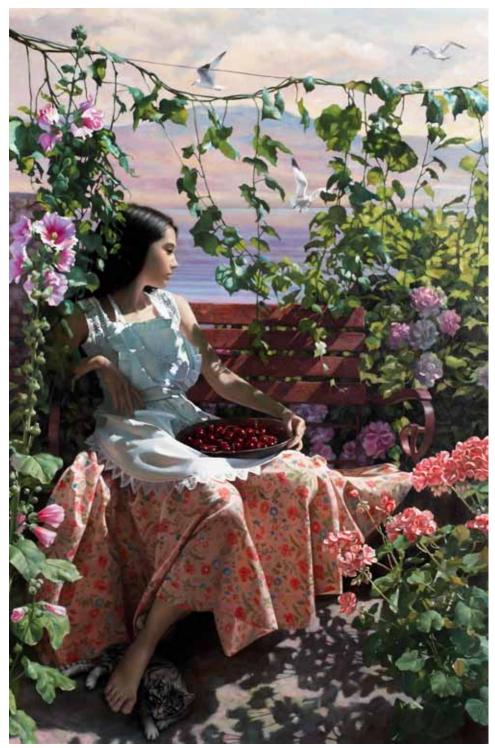
£3,000 - 5,000 €3,600 - 6,100 US\$5,000 - 8,400

${\tt PROVENANCE:}$

with Haynes Fine Art, Broadway



194 194 Eugène Galien-Laloue (French, 1854-1941) Place de la Bastille signed 'E. Galien-Laloue' (lower left) watercolour and gouache 19 x 31.5cm (7 1/2 x 12 3/8in). £4,000 - 6,000 €4,900 - 7,300 US\$6,700 - 10,000



195 Andrei Belichenko (Russian, born 1974) Seated beauty oil on canvas 93 x 60cm (36 5/8 x 23 5/8in). £3,000 - 5,000 €3,600 - 6,100 U\$\$5,000 - 8,400





196^{AR}

Juan Bautista Soler Blasco (1920-1984)

Seated ballerinas, a pair both signed 'Soler Blasco' (one lower right, the other lower left) oil on board

each 50 x 42cm (19 11/16 x 16 9/16in).(2)

£2,000 - 3,000 €2,400 - 3,600 US\$3,400 - 5,000

197^{AR}

Daniel Vázquez Díaz (Spanish, 1882-1969)

'Cantoz Comico'

signed and dated '1907/Vazquez Diaz' (lower right) and inscribed with the title and date (on the reverse)

oil on canvas

62 x 45cm (24 3/8 x 17 11/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,700 - 2,500

EXHIBITED:

New York, The Broadway Gallery, 50 Years Retrospective, 1963, no 3



197



198^{AR} Bathers

Frans Masereel (Belgian, 1889-1972)

signed with the artist's initials and dated 'FM 1949' (lower left) oil on panel 73 x 91.5cm (28 3/4 x 36in). Painted in 1949

£1,000 - 1,500 €1,200 - 1,800

US\$1,700 - 2,500

End of Sale

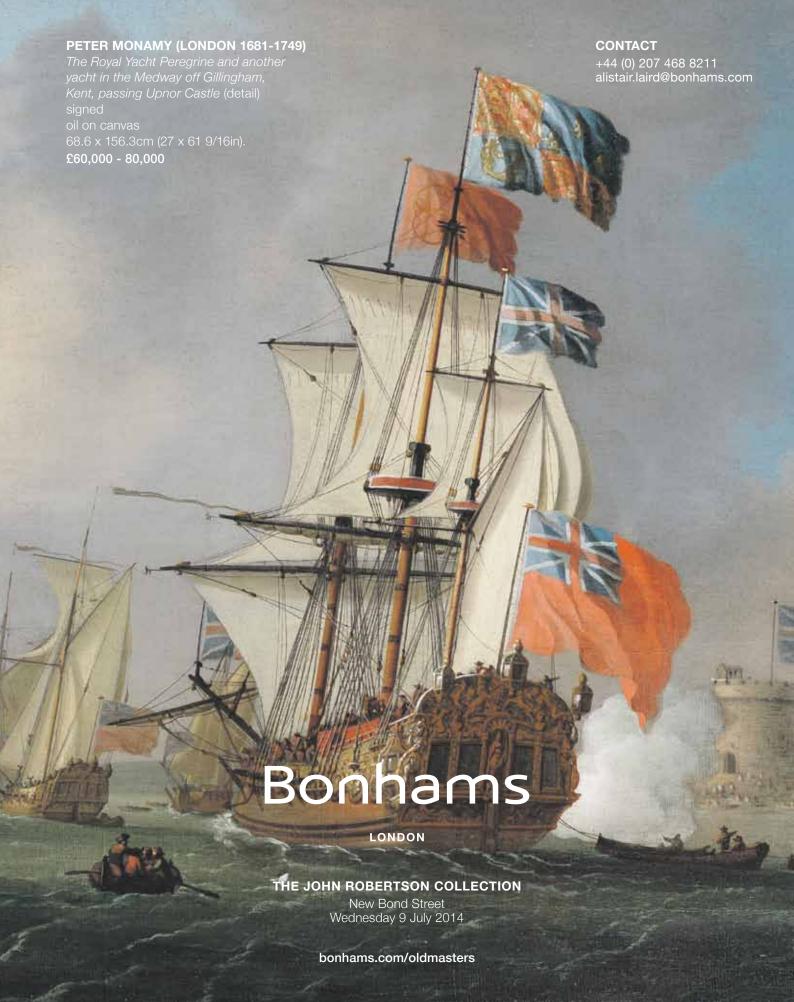
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Bonhams The Marine Sale Wednesday 8 October 2014 Knightsbridge, London Closing date for entries: Enquiries: +44 (0) 20 7393 3865 Montague Dawson (British, 1890-1973) Bound for the West - East India Clipper Waimate oil on canvas 60.9 x 91.4 cm £40,000 - 60,000 International Auctioneers and Valuers - bonhams.com/marine





Bonhams

Travel and Exploration

Wednesday 3 December 2014 Knightsbridge, London

Closing date for entries Friday 3 October 2014

Pictures

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David Roberts, RA (British, 1796-1864) 'The Halt in the Desert' Sold for £18,200

International Auctioneers and Valuers - bonhams.com
Prices shown include buyer's premium. Details can be found at bonhams.com



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 Buver 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 tor! (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

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

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

25% up to £50,000 of the *Hammer Price*20% from £50,001 to £1,000,000 of the *Hammer Price*12% from £1.000,001 of the *Hammer Price*

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

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

- 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
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- 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 Number: 25563009

Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencina 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 Lotunder 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

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 <code>Buyer</code>'s responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the <code>Buyer</code> to successfully import goods into the US does not constitute grounds for non payment or cancellation of <code>Sale</code>. 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) weignt 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 pubil:
- "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.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA
- •, †, *, 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, W15 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

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

RISK, PROPERTY AND TITLE

- 5.1 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

4.2

5

- 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

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale be givericumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed Co Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

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.

STORING THE LOT

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We agree to store the ${\it Lot}$ 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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 2.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business 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 nonconforming Lot, we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the Purchase Price and Buyer's Premium paid by you in respect of the Lot.

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

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 2.6 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 W15 15R, 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 $\it Catalogue$.
- "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
- "VAT" value added tax at the prevailing rate at the date of the $\it Sale$ 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-
 - the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller:
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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			Sale title: 19th Century European, Vic and British Impressionist Art	torian	Sale date: 10 June 2014	ı
\		-1-3	Sale no. 21689		Sale venue: Knightsbrid	ge
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