

An impressionist painting depicting a bustling outdoor scene. In the foreground, a dark boat is partially visible in the water. A group of people, including a woman in a white dress and a man in a hat, are gathered on a balcony or walkway. The background shows a large, ornate building with a balcony and a street lamp. The overall style is characterized by visible brushstrokes and a warm, vibrant color palette.

# EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Tuesday 25 November 2014  
Knightsbridge, London

Bonhams





3yf

# EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Tuesday 25 November 2014 at 2pm

Knightsbridge, London

## VIEWINGS

### EAST ANGLIAN PICTURES ONLY

**The Guildhall**  
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9am to 4pm

### EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST PICTURES

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Front Cover: Lot 450  
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## SALE NUMBER

21691

## CATALOGUE

£12

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

Please see back of catalogue for important notice to bidders

## IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.

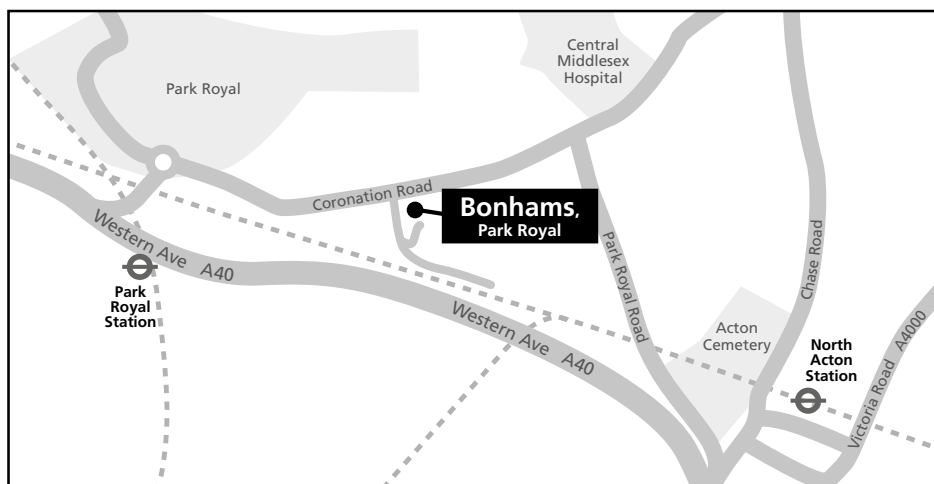


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warehouse.

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special symbol W will be available  
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with written authority prior to  
collection. The third party must  
present a photographic form of  
ID when collecting.

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the hammer price and buyer's  
premium

† VAT 20% on hammer price  
and buyer's premium

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

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

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

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

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



# EAST ANGLIAN PICTURES PART II

Lots 301-338





301



302

301

**JOHN DUVALL (BRITISH, 1816-1892)**

Portrait of the Biddell Children of Playford together with their nursemaid and a donkey before Pogson's Farm, Playford signed and dated 'J Duvall 1861' (lower right)

oil on canvas

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

**Provenance**

By family descent from Lucy Biddell.

The children depicted are known to be members of the Biddell family. The date of the picture would suggest the subjects may be Arthur Biddell (b.1856), Lucy Biddell (b.1860), and Mary Biddell (1861). Duvall had close links with the family; the children's uncle Herman Biddell was the author of *The Suffolk Stud* book, published 1880, for which Duvall provided illustrations, it is through this association that Duvall became the artist most principally known for depictions of Suffolk horses.

302

**JOHN DUVALL (BRITISH, 1816-1892)**

Young girl seated with flowers in a summer landscape signed and indistinctly dated 'J Duvall '68' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

The sitter is likely to one of the artist's children. He frequently used them as models, posing them as country types in landscape settings.





303

303

**ELOISE HARRIET STANNARD (BRITISH, CIRCA 1828-1915)**

'Cottage Fruits'

inscribed as titled to original label verso, signed and dated 'E. H. Stannard 1866' (lower right),

oil on canvas

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

£6,000 - 8,000

€7,600 - 10,000

US\$9,700 - 13,000

**Provenance**

with Richard Green Fine Paintings, London.

Purchased from the above, 28th February 1972.

Thence by family descent.



304



305

304

**JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)**

Shipping off the coast  
signed 'J Moore' (lower right)  
oil on panel  
45 x 67cm (17 11/16 x 26 3/8in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

305

**JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)**

Shipping in rough seas  
oil on panel  
30 x 46cm (11 13/16 x 18 1/8in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800





306



306

306

**JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)**

Shipping scene at Walberswick; A pair  
both signed and dated 'J Moore 1882'

oil on canvas

24 x 43cm (9 7/16 x 16 15/16in).

(2)

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800



307

307

**THOMAS SMYTHE (BRITISH, 1825-1906)**

Watering the horses

signed 'TSmythe' (lower left)

oil on canvas

31 x 41cm (12 3/16 x 16 1/8in).

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900



309

308

**EDWARD ROBERT SMYTHE (BRITISH, 1810-1899)**

Horses and chickens before a barn

signed 'ERSmythe' (lower right)

oil on canvas

44 x 61cm (17 5/16 x 24in).

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900



310

309

**EDWARD ROBERT SMYTHE (BRITISH, 1810-1899)**

Family and horses resting beside a fire in a landscape

signed 'ERSmythe' (lower right)

oil on canvas

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

310

**ROBERT BURROWS (BRITISH, 1819-1883)**

A view of the River Orwell

signed and dated 'R Burrows 1878' (lower centre),

oil on canvas

68 x 88cm (26 3/4 x 34 5/8in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



311

**JOHN DUVAL (BRITISH, 1816-1892)**

Suffolk mare and foal by a river bank  
oil on canvas  
51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

312

**CHARLES HARMONY HARRISON (BRITISH, 1842-1902)**

Cromer  
signed and dated 'C. H. Harrison. 1883'  
(lower left)  
watercolour  
22 x 40cm (8 11/16 x 15 3/4in).

£500 - 700

€630 - 890

US\$810 - 1,100

313

**THOMAS SMYTHE (BRITISH, 1825-1906)**

Figure beside a cottage  
oil on canvas  
31 x 41cm (12 3/16 x 16 1/8in).

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

314

**HENRY GEORGE TODD (BRITISH, 1847-1898)**

'Stone Lodge Lane (from the fields)'; a pair  
one inscribed as titled to original exhibition  
label verso, both signed and dated 'H G Todd  
1882'  
oil on canvas  
40.5 x 61cm (15 15/16 x 24in).  
(2)

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800



311



313



314



315

315

**SAMUEL DAVID COLKETT (BRITISH, 1806-1863)**

'Postwick Grove'  
inscribed as titled to label verso, signed and dated 'S D Colkett. 1860'  
(lower left),  
oil on panel  
29.8 x 40.6cm (11 3/4 x 16in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

316

**JOHN BERNEY LADBROOKE (BRITISH, 1803-1879)**

A country village  
signed with initials and dated 'J.B.L.1862' (lower right)  
oil on canvas  
30.5 x 40.7cm (12 x 16in).

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900



316

317

**JOHN BERNEY LADBROOKE (BRITISH, 1803-1879)**

A woodland path  
signed and dated 'J. B. Ladbroke' (lower right)  
oil on canvas  
28 x 38cm (11 x 14 15/16in).  
Within an S. T. Townshend of Norwich gilt gesso frame.

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900

318

**ALFRED GEORGE STANNARD (BRITISH, 1828-1885)**

View at Thorpe on the River Yare  
oil on canvas  
51 x 61cm (20 1/16 x 24in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

To be sold with a letter of authentication from Dr. Peter Kennedy Scott.



318

319

**EDWARD ROBERT SMYTHE (BRITISH, 1810-1899)**

Two horses and a dog resting by the sea shore  
signed 'ERSmythe' (lower left),  
oil on canvas  
45.7 x 61cm (18 x 24in).

£1,500 - 2,000  
€1,900 - 2,500  
US\$2,400 - 3,200

320

**EDWARD ROBERT SMYTHE (BRITISH, 1810-1899)**

Watermill  
signed 'ERSmythe' (lower right)  
oil on canvas  
34 x 52cm (13 3/8 x 20 1/2in).

£2,500 - 3,500  
€3,200 - 4,400  
US\$4,000 - 5,600





319



320



321



322



323

321

**JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)**

Figures conversing beside a cottage; Woman crossing a stream; A pair the first signed 'J Moore' (lower left)

oil on canvas laid down onto panel

21 x 18cm (8 1/4 x 7 1/16in).

(2)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

322

**JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)**

Shipping in rough seas

signed 'J. Moore' (lower left)

oil on panel

24 x 20.5cm (9 7/16 x 8 1/16in).

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

323

**OBADIAH SHORT (BRITISH, 1803-1886)**

Drover and sheep in a country lane

oil on panel

22 x 17cm (8 11/16 x 6 11/16in).

together with another landscape by the same hand. (2)

£500 - 700

€630 - 890

US\$810 - 1,100

Both pictures bear labels for Boswell's of Norwich





324

324

**THOMAS SMYTHE (BRITISH, 1825-1906)**

Family gathering the Christmas holly  
signed 'TSmythe' (lower left)

oil on canvas

32 x 45.5cm (12 5/8 x 17 15/16in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

325

**EDWARD ROBERT SMYTHE (BRITISH, 1810-1899)**

Cattle in a landscape

signed 'ERSmythe' (lower left)

oil on canvas

74 x 63cm (29 1/8 x 24 13/16in).

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200



325



326

326

**THOMAS SMYTHE (BRITISH, 1825-1906)**

Figures in a snowy street scene

signed 'TSmythe' (lower right)

oil on panel

34 x 63cm (13 3/8 x 24 13/16in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

327

**THOMAS SMYTHE (BRITISH, 1825-1906)**

Gypsy camp

signed 'TSmythe' (lower right)

oil on canvas

30 x 55cm (11 13/16 x 21 5/8in).

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200



328

328

**JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)**

Shipping off the coast

signed 'J Moore' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



329

329

**JOHN DUVAL (BRITISH, 1816-1892)**

Figures in Woolverstone Park

inscribed 'Woolverstone' (to the stretcher)

oil on canvas

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

£800 - 1,000

€1,000 - 1,300

US\$1,300 - 1,600

330

**CIRCLE OF HENRY BRIGHT (BRITISH, 1810-1873)**

Chapelfield Gardens, Norwich

watercolour

34 x 60cm (13 3/8 x 23 5/8in).



330

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



331

**EDWARD ROBERT SMYTHE (BRITISH, 1810-1899)**

Figures feeding ducks outside a cottage with an extensive landscape beyond  
signed 'ERSmythe' (lower right)  
oil on canvas  
50 x 76cm (19 11/16 x 29 15/16in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

332

**THOMAS SMYTHE (BRITISH, 1825-1906)**

Horses grazing beneath an oak tree  
signed 'TSmythe' (lower left)  
oil on canvas  
30.5 x 40.5cm (12 x 15 15/16in).

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200

333

**HENRY BRIGHT (BRITISH, 1810-1873)**

'Reedham'  
inscribed as titled, signed with initials and indistinctly dated 'H. B. 1839(?)' (lower left),  
chalks  
25 x 35cm (9 13/16 x 13 3/4in).

£600 - 800

€760 - 1,000

US\$970 - 1,300

334

**THOMAS SMYTHE (BRITISH, 1825-1906)**

Figure and ducks on a country lane  
signed 'TSmythe' (lower right)  
oil on canvas  
30 x 40cm (11 13/16 x 15 3/4in).

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

**Provenance**

Oscar & Peter Johnson, Lowndes Lodge  
Gallery Exhibition 1964, Cat. No. 7.

335

**JOHN SELL COTMAN (BRITISH, 1782-1842)**

'Ravensworth'  
inscribed as titled (lower left), signed and dated 'J. S. Cotman 1820' (lower right)  
pencil  
24 x 17cm (9 7/16 x 6 11/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Exhibited**

Gainsborough's House, Sudbury 1974.



331



332



334



336

336  
**THOMAS SMYTHE (BRITISH, 1825-1906)**

Summer, Winter; A pair  
the latter signed 'TSmythe' (lower left)  
oil on panel  
35 x 45cm (13 3/4 x 17 11/16in).  
(2)

£4,000 - 6,000  
€5,100 - 7,600  
US\$6,500 - 9,700

338  
**ALFRED STANNARD (BRITISH, 1806-1889)**

Figures beside a mill pond  
signed and dated 'Alfred Stannard 184' (lower right)  
oil on canvas  
47 x 65cm (18 1/2 x 25 9/16in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

337  
**JOHN BERNEY LADBROOKE (BRITISH, 1803-1879)**

River scene with figures, wherry and cattle, Norwich castle on the horizon  
signed and dated 'J. B. Ladbroke 1856' (lower right)  
oil on canvas  
51 x 76cm (20 1/16 x 29 15/16in).  
Housed within a period gilt gesso frame by S. T. Townshend of Norwich.

£8,000 - 12,000  
€10,000 - 15,000  
US\$13,000 - 19,000

**East Anglian Paintings Part I to be sold in the Modern British and East Anglian Art Auction, 18 November, Knightsbridge**





337



338



# EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Lots 339-517







339

339

**NEAPOLITAN SCHOOL, 19TH/20TH CENTURY**

Views of the Bay of Naples, a pair  
watercolour and gouache  
*each 45.7 x 61.6cm (18 x 24 1/4in).*(2)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

340

**AUGUSTO CORELLI (ITALIAN, 1853-1910)**

A view of Naples with Vesuvius erupting in the  
distance  
signed 'Corelli' (lower right)  
watercolour and gouache  
*26 x 41cm (10 1/4 x 16 1/8in).*

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



339



340



341

341<sup>AR</sup>

**ANTOINE BOUVARD (FRENCH, 1870-1956)**

A Venetian backwater

signed 'Bouvard' (lower right)

oil on canvas

65.4 x 50.2cm (25 3/4 x 19 3/4in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700





342

342<sup>AR</sup>

**ANTOINE BOUVARD (FRENCH, 1870-1956)**

A view of Santa Maria della Salute from across the Grand Canal  
signed 'Bouvard' (lower left)

oil on canvas

38.7 x 55.3cm (15 1/4 x 21 3/4in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700



343



344

343

**ALFRED POLLENTINE (BRITISH, 1836-1890)**

Views of Venice, a pair  
both signed and dated 'APollentine/87' (lower right)  
oil on canvas  
each 41 x 61.6cm (16 1/8 x 24 1/4in).(2)

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

344

**WILLIAM MEADOWS (BRITISH, 1825-1901)**

Gondolas on a Venetian backwater  
signed 'W. Meadows' (lower left)  
oil on canvas  
45.7 x 81.3cm (18 x 32in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400





345

345

**HENRY WOODS, RA (BRITISH, 1846-1921)**

A Venetian canal scene  
 signed and dated 'Henry Woods/1886' (lower right)  
 oil on canvas, laid to panel  
 47 x 73.5cm (18 1/2 x 28 15/16in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with M. Newman Ltd., London, June 1975, cat. no. 17.  
 Sale, Sotheby's London, 9 June 1999, lot 116.



346

346

**ALFRED POLLENTINE (BRITISH, 1836-1890)**

'The Grand Canal, Venice'

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

oil on canvas

76.2 x 127cm (30 x 50in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100





347

347

**ALFRED POLLENTINE (BRITISH, 1836-1890)**

A view of the Grand Canal with the Barbarigo Palace  
signed 'APollentine' (lower right)

oil on canvas

76.2 x 127cm (30 x 50in).

£5,000 - 7,000

€6,300 - 8,800

US\$8,100 - 11,000



348



348

348<sup>AR</sup>

**EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)**

A proud grandfather; The knitting lesson, a pair  
both signed 'E Zampighi' (lower right)

oil on canvas

each 25.4 x 35.6cm (10 x 14in).(2)

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700





349

349<sup>AR W</sup>

**EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)**

A first taste of the harvest

signed 'EZampighi' (lower left)

oil on canvas

65 x 85.5cm (25 9/16 x 33 11/16in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,700 - 13,000



350



350



351

350

**LUIGI OLIVETTI (ITALIAN, 1856-1941)**

Baskets of oranges; Spinning the thread, a pair one signed 'Luigi Olivetti/Roma' (lower right); the other signed and dated 'Luigi Olivetti/Rome MCMIV' (lower left) watercolour and pencil each 53.5 x 36cm (21 1/16 x 14 3/16in).(2)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Provenance**

Baskets of oranges:

Sale, Christie's East, 16 February 1993, lot 197.

Spinning the thread:

Sale, Christie's East, 26 May 1992, lot 308.

351

**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).

£2,000 - 4,000

€2,500 - 5,100

US\$3,200 - 6,500

**Provenance**

with Burlington Paintings Ltd., London.

Private collection, UK.





352

352\* W

**GUILLAUME SEIGNAC (FRENCH, 1870-1924)**

Sonrisa

signed 'G-SEIGNAC' (lower right)

oil on canvas

92 x 66.5cm (36 1/4 x 26 3/16in).

£5,000 - 7,000

€6,300 - 8,800

US\$8,100 - 11,000



353

353

**MICHELANGELO MEUCCI (ITALIAN, 1840-1890)**

Hanging songbirds, a set of five  
signed and dated 'M. Meucci-Firenze/-1875-' (four lower left, one  
lower right)

oil on board

each 24.2 x 19.8cm (9 1/2 x 7 13/16in). (5)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400





354

354<sup>AR</sup>

**ALBERT WILLIAMS (BRITISH, BORN 1922)**

Still life of summer flowers  
signed 'Albert Williams' (lower left)  
oil on canvas  
76.2 x 63.5cm (30 x 25in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

355

**MADELEINE JEANNE LEMAIRE (FRENCH, 1845-1928)**

A still life of roses  
signed 'Madeleine Lemaire' (lower right)  
oil on canvas  
106.7 x 87.6cm (42 x 34 1/2in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

356

**JAMES STUART PARK (BRITISH, 1862-1933)**

Still life of roses  
signed 'Stuart Park' (lower left)  
oil on canvas, framed as oval  
50.8 x 76.2cm (20 x 30in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

Provenance  
with Paisnel Gallery, London.



355



356



357

357

**ATTRIBUTED TO HENRY PETHER  
(BRITISH, ACTIVE 1828-1865)**

Fishing by moonlight  
bears a signature  
oil on panel  
25 x 34cm (9 13/16 x 13 3/8in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400



358

358

**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).

£1,500 - 2,000  
€1,900 - 2,500  
US\$2,400 - 3,200



359

359

**CIRCLE OF BALTHASAR PAUL  
OMMEGANCK (ANTWERP 1755-1826)**

The long road to market  
oil on canvas  
50 x 65cm (19 11/16 x 25 9/16in).

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900





360



360

360\*

**JAN EVERT MOREL (DUTCH, 1835-1905)**

River landscape with church and cottage; Wooded river landscape with figures on a path, a pair both signed 'J E Morell ft' (one lower left, the other lower right)  
oil on panel  
each 15.2 x 20.7cm (6 x 8 1/8in). (2)

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

**Provenance**

with Richard Green Fine Paintings, London.



361



362

361  
**CLAUDE-FRANÇOIS-AUGUSTE DE MESGRINY (FRENCH, 1836-1884)**

*Au bord de la rivière*  
 signed 'F de Mesgriny' (lower right)  
 oil on canvas  
 50.5 x 76cm (19 7/8 x 29 15/16in).

£3,000 - 5,000  
 €3,800 - 6,300  
 US\$4,800 - 8,100

Provenance  
 with MacConnal-Mason & Son, London.

362<sup>AR</sup>  
**ANDRÉ EUGÈNE DAUCHEZ (FRENCH, 1870-1948)**

*River landscape*  
 signed 'Andre Dauchez' (lower left)  
 pastel  
 64.7 x 92.7cm (25 1/2 x 36 1/2in).

£1,000 - 1,500  
 €1,300 - 1,900  
 US\$1,600 - 2,400





363



364

363

**HIPPOLYTE CAMILLE DELPY (FRENCH, 1842-1910)**

The lock house  
signed and dated 'H C. Delpy. 95.' (lower left)  
oil on panel  
39 x 71cm (15 3/8 x 27 15/16in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

364

**JAN FREDERIK VAN DEVENTER (DUTCH, 1822-1886)**

A farmer's life  
signed 'J F van Deventer' (lower left)  
oil on canvas  
81.3 x 129.5cm (32 x 51in).

£2,500 - 3,500  
€3,200 - 4,400  
US\$4,000 - 5,600



365

365

**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).



366

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

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.

366

**SIR AUGUSTUS WALL CALLCOTT RA (BRITISH, 1779-1844)**

A view on the Rhine  
signed and dated 'A. Callcott/1844' (lower left)  
watercolour  
59.7 x 81.3cm (23 1/2 x 32in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

367

**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).



367

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400





368

368

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

'The Bridge of Rondo'

bears inscription 'The Bridge of Rondo/Drawn by John Lewis/During his Residence in Spain/from/The Collection of William Harlow (?)' (on old label attached to the backboard)

watercolour heightened with bodycolour

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

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700

In the 1820s, John Frederick Lewis made a name for himself as a painter in oils, mostly of animal subjects, exhibiting and selling works similar in style to his friend and artistic rival Edward Landseer. In 1827, Lewis made the first of many changes that would redefine his artistic career and switched his working medium from oil to watercolours. He began to produce and exhibit watercolours of rural and genre scenes after briefly visiting Europe, resulting in his election as a full member of the Society of Painters in Water Colours.

Lewis lived and worked in Spain for approximately eighteen months between 1832 and the spring of 1834, and it was during this time that Lewis made significant developments in his style and chosen subject-matter. He moved away from genre and animal subjects to portray human figures. This is not to say that Lewis excluded animal subjects entirely from his work—his many studies of horses and mules show they held as much importance as the riders in his scenes. Spanish subjects dominated his exhibited watercolours for many years after his time in Spain. In fact, between 1833 and 1837, all of Lewis's exhibited paintings, bar one, were of Spanish scenes. Their vibrant colours, meticulous execution, and delicate detail brought Lewis wide acclaim, and earned him the sobriquet of 'Spanish Lewis'.

369

**EUGÈNE DELACROIX (FRENCH, 1798-1863)**

*Rencontre de Cavaliers Maures*

signed and dated 'Eug Delacroix/1834' (lower right)

pen and brown ink

17.5 x 24cm (6 7/8 x 9 7/16in).

**£10,000 - 15,000**

**€13,000 - 19,000**

**US\$16,000 - 24,000**

**Provenance**

Haro collection.

Choquet collection.

Baron Joseph Vitta.

Private collection, Italy.

**Exhibited**

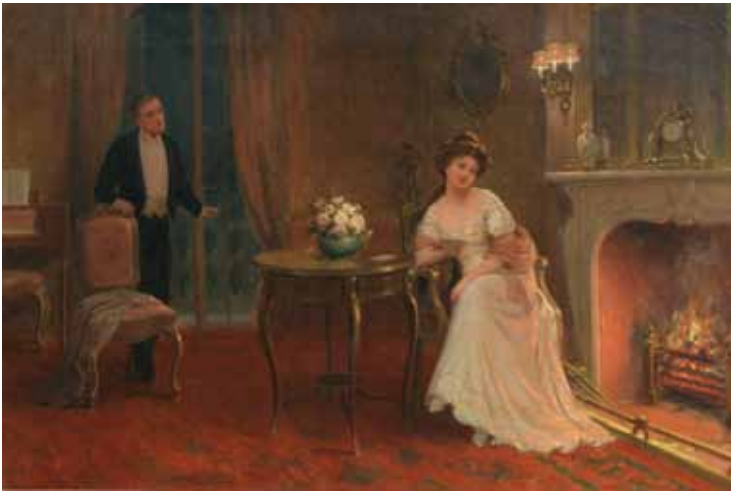
Nice, Palais des Arts Musée Jules Chéret, *Exposition Eugène Delacroix*, 1930, no.28, illustrated.

We are grateful to the Comité Eugène Delacroix for confirming the authenticity of the present lot on first-hand inspection.





369



370

370\* AR

**SYDNEY PERCY KENDRICK**  
(BRITISH, 1874-1955)

By the fireside  
signed 'Sydney Kendrick' (lower left)  
oil on canvas  
45.7 x 61.6cm (18 x 24 1/4in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800



371

371AR

**FRANK ERNEST BERESFORD**  
(BRITISH, 1881-1967)

'The Rose Room'  
signed and dated 'FRANK E. BERESFORD  
1916' (lower right) and titled, dated and  
inscribed with the artist's address (on the  
reverse)  
oil on canvas  
63.5 x 77.4cm (25 x 30 1/2in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400



372

372

**JERRY BARRETT (BRITISH, 1824-1906)**

A Wedding, Gretna Green  
signed and dated 'Jerry Barrett 1857' (lower  
right)  
oil on panel  
22.3 x 31.1cm (8 3/4 x 12 1/4in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400





373



374

373<sup>W</sup>

**GEORGE SHERIDAN KNOWLES, RI, RBA, ROI, RCA  
(BRITISH, 1863-1921)**

The Proposal  
signed and dated 'G. Sheridan Knowles 1900' (lower right)  
oil on canvas  
67 x 97.5cm (26 3/8 x 38 3/8in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

374

**GEORGE GOODWIN KILBURNE, RI, RBA (BRITISH, 1839-1924)**

The suitor  
signed 'G.G. Kilburne' (lower left)  
watercolour  
39 x 51cm (15 1/2 x 20 in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800



375



376

375

**WILLIAM A. BREAKSPEARE (BRITISH, 1855-1914)**

Flirting

signed 'W.A.Breakspeare' (lower left)

oil on canvas

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

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200

376

**STEPHEN LEWIN (BRITISH, ACTIVE 1890-1910)**

The Fly

signed and dated 'S Lewin 85.' (lower left)

oil on canvas

49.5 x 38.1cm (19 1/2 x 15in).

£2,500 - 3,500

€3,200 - 4,400

US\$4,000 - 5,600

Provenance

with MacConnal-Mason & Son, London.





377

377

**WILLIAM POWELL FRITH, RA (BRITISH, 1819-1909)**

An English Merry-making a Hundred Years Ago

bears signature and date

oil on canvas

53.9 x 87.6cm (21 1/4 x 34 1/2in).

**£4,000 - 6,000**

**€5,100 - 7,600**

**US\$6,500 - 9,700**

**Provenance**

with Cooling Galleries, London.

The present lot is one of a number of versions completed by Frith after the original work of the same title painted with the assistance of Thomas Creswick (1811-1896), completed in 1847 and exhibited in the RA in 1848. The work was previously in the Proby Collection at Elton Hall before being sold by Christie's London on 16 December 2009, lot 34, for £349,250 inc. premium. There is a further small oil sketch of the same subject in the collections of the Victoria & Albert Museum, London.

The title is taken from John Milton's famous pastoral poem *L'Allegro*.



378



379

378<sup>AR</sup>

**FORTUNINO MATANIA (ITALIAN, 1881-1963)**

Cupid and Psyche  
signed 'F. Matania' (lower right)  
oil on canvas  
40.7 x 48.3cm (16 x 19in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

379

**MARY EVELINA KINDON (1879-1918)**

'The song'  
signed 'M E Kindon' (lower left) and partly inscribed with the title and  
artist's address (on an old label attached to the stretcher)  
oil on canvas  
111.8 x 86.4cm (44 x 34in).

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

**Provenance**

Sale, Sotheby's London, 14 June 1989, lot 242.





380

380<sup>W</sup>

**CYPRIEN AUGUSTE MIGUEL (FRENCH 19TH CENTURY)**

An Odalisque

signed and dated 'Cy. Miguel/ 1887' (lower left)

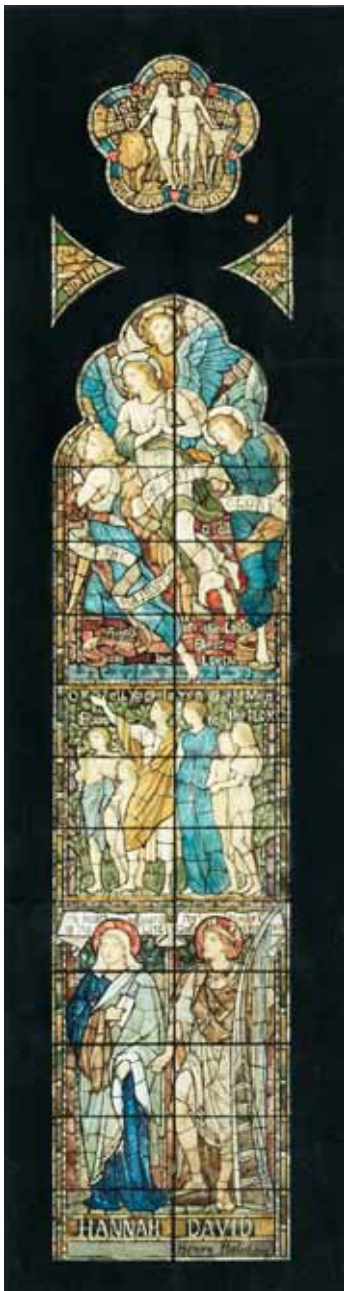
oil on canvas

84 x 209.5cm (33 1/16 x 82 1/2in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,700 - 13,000



381

381  
**HENRY GEORGE HOLIDAY (BRITISH, 1839-1927)**

Stained glass window study  
signed 'Henry Holiday' (lower left)  
watercolour  
48.9 x 12.7cm (19 1/4 x 5in).

£1,200 - 1,800  
€1,500 - 2,300  
US\$1,900 - 2,900

Elements of the present lot feature in the West Window of Southwark Cathedral depicting the Six Days of Creation.



382

382  
**RICCARDO MEACCI (ITALIAN, 1856-1938)**

Santa Margarita  
signed 'R. MEACCI.' (centre right)  
watercolour heightened with gold paint  
17 x 10.8cm (6 11/16 x 4 1/4in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400





383

383

**ADOLF HIREMY-HIRSCHL (HUNGARIAN, 1860-1933)**

*Femme nue*

charcoal and white chalk

34.5 x 26.6cm (13 9/16 x 10 1/2in).

**£1,000 - 1,500**

**€1,300 - 1,900**

**US\$1,600 - 2,400**

**Provenance**

with Finarte S.A., London.

Acquired from the above by the present owner, 7 November 1996.



384

384\*

**ARTHUR HILL (BRITISH, ACTIVE 1858-1893)**

*Tibíčina*

signed and dated 'Arthur Hill./-/81.' (lower left), inscribed with artist's address on original artist's label and remnants of Royal Academy exhibition label (on the reverse)

oil on canvas

68 x 27.5cm (26 3/4 x 10 13/16in).

**£2,000 - 3,000**

**€2,500 - 3,800**

**US\$3,200 - 4,800**

**Exhibited**

Royal Academy, London, 1881, no. 1006.



385



386

385

**WALTER F. PRESTON (BRITISH, ACTIVE 1885-1900)**

Highland Cattle  
signed 'W F Preston' (lower right)  
oil on canvas  
61.5 x 91.5cm (24 3/16 x 36in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

386

**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).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

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





387

387

**CIRCLE OF THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)**

Cattle in an extensive river landscape  
oil on canvas  
76.2 x 101.6cm (30 x 40in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

388

**THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)**

Cattle and sheep in a landscape  
signed 'T. Sidney Cooper RA' (lower left) and bears artist's seal (on the stretcher)  
oil on canvas  
76.2 x 53.4cm (30 x 21in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800



388



389

389<sup>W</sup>

**WILLIAM ELSTOB MARSHALL (BRITISH, ACTIVE 1859-1880)**

Temporary lodgings down at the dogs home  
signed and dated 'W.E Marshall.1878' (lower left) and signed and  
inscribed with title and artist's address (on a label attached to the  
reverse)

oil on canvas

82 x 134.5cm (32 5/16 x 52 15/16in).

**£4,000 - 6,000**

**€5,100 - 7,600**

**US\$6,500 - 9,700**

William Elstob Marshall was probably a son of Thomas Falcon Marshall (1818-1878), a prolific Liverpool genre artist who exhibited at the Royal Academy and was elected a member of the Liverpool Academy in 1846. William Elstob Marshall exhibited eighteen works at The Royal Society of British Artists, Suffolk Street. He painted mostly in oils, depicting animals and rustic subjects, inspired by his time living in both Somerset and Scotland. He later settled in Haverstock Hill, London. Marshall exhibited at the Royal Academy between 1859 and 1880, and also at the British Institute.





390

390

**FRANK PATON (BRITISH, 1856-1909)**

While the cat's away  
signed and dated 'FRANK PATON 1895' (lower right)  
oil on canvas  
50.8 x 61cm (20 x 24in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700





391



392

391AR

**MARION RODGER HAMILTON HARVEY (BRITISH, 1886-1971)**

An English setter  
signed 'Marion Harvey' (lower left)  
oil on canvas  
51 x 66.5cm (20 1/16 x 26 3/16in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

392

**HEYWOOD HARDY (BRITISH, 1842-1933)**

The standoff  
signed and dated 'H. HARDY./1868' (lower left)  
oil on panel  
21 x 34.3cm (8 1/4 x 13 1/2in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800



393



394

393

**WILLIAM WEEKES (BRITISH, ACTIVE 1864-1904)**

The squabble  
signed 'Weekes.' (lower left)  
oil on panel  
20 x 29cm (7 7/8 x 11 7/16in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

394

**EUGENE PETIT (FRENCH, 1839-1886)**

Two pointers in a landscape  
signed 'E. Petit' (lower right)  
oil on canvas  
46 x 55cm (18 1/8 x 21 5/8in).

£1,200 - 1,800  
€1,500 - 2,300  
US\$1,900 - 2,900



395

395

**JOHN JR. HOLLAND (BRITISH, 1830-1886)**

The rescue  
signed 'JHolland' (lower right)  
oil on canvas  
75 x 132.1cm (29 1/2 x 52in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

**Provenance**

Sale, Sotheby's Olympia, 13 February 2002, lot 197.



396

396

**GEORGE WRIGHT (BRITISH, 1860-1942)**

A coaching scene  
signed 'G Wright' (lower right)  
oil on canvas  
36.2 x 51.4cm (14 1/4 x 20 1/4in).

£1,200 - 1,800  
€1,500 - 2,300  
US\$1,900 - 2,900



397

397

**PAUL JONES (BRITISH, FL. 1856-1879)**

The gamekeeper's son; a pair  
signed and dated 'P.Jones./1872' (one lower left, the other lower right)  
oil on canvas  
each 20.5 x 31cm (8 1/16 x 12 3/16in).(2)

£1,500 - 2,000  
€1,900 - 2,500  
US\$2,400 - 3,200





398



399

398

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

Horses on a river bank  
signed 'J F Herring' (lower centre right)  
oil on canvas  
40.6 x 61.3cm (16 x 24 1/8in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

399

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

Watering horses  
signed 'J F Herring' (lower centre right)  
oil on canvas  
36.2 x 50.8cm (14 1/4 x 20in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800



400

400

**WALTHER GÜNTHER JULIAN WITTING (GERMAN, 1864-1940)**

On the steps, Capri

signed, dated and inscribed 'W.Witting/Capri/VII.94' (lower right)

oil on canvas

70 x 45.5cm (27 9/16 x 17 15/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



401

401

**SIR HERBERT EDWIN PELHAM HUGHES-STANTON, RA PRWS (BRITISH, 1870-1937)**

Figure on a country path

signed and dated 'Hughes-Stanton 1923.' (lower left)

watercolour

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



402



403

402<sup>AR</sup>

**ADRIAAN HERMAN GOUWE (DUTCH, 1875-1965)**

A plough team at sunset  
signed 'A.H.Gouwe' (lower right)  
oil on canvas  
49 x 62.5cm (19 5/16 x 24 5/8in).

£2,500 - 3,500  
€3,200 - 4,400  
US\$4,000 - 5,600

403

**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).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400





404



405



406

404

**DOMENICO CALIGO (ITALIAN, CIRCA 1838-1911)**

The cloisters of the Camposanto Monumentale, Pisa  
signed and dated 'D co Caligo 1869' (lower right)

watercolour

43.2 x 56.5cm (17 x 22 1/4in).

£1,500 - 2,500

€1,900 - 3,200

US\$2,400 - 4,000

405

**JEAN JACQUES ZUIDEMA BROOS (FLEMISH, 1833-1877)**

The Arrival; The Departure; Setting off, a set of three  
all signed 'JJ Broos' (lower left)

oil on panel

each 16.5 x 21cm (6 1/2 x 8 1/4in).(3)

£1,400 - 1,600

€1,800 - 2,000

US\$2,300 - 2,600

406

**DAVID ROBERTS, RA (BRITISH, 1796-1864)**

'King's Chapel, Dreux'

signed 'David Roberts RA' (lower right) and inscribed with the title,  
signed and dated '1860' (on the reverse)

oil on canvas

30 x 22cm (11 3/4 x 8 5/8in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



407

407

**HENRY THOMAS SCHAFER, RBA (BRITISH, 1854-1915)**

Townscapes from the Low Countries, a pair  
signed with monogram and dated '1883' (one lower left, the other  
lower right)

oil on canvas

each 40.6 x 30.5cm (16 x 12in). (2)

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

408

**HERMANUS KOEKKOEK THE YOUNGER (DUTCH, 1836-1909)**

Street scene

signed with initials (lower left)

oil on panel

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Provenance**

with MacConnal Mason & Son Ltd., London.



407



408





409



410

409\*

**LUDOVICO MARCHETTI (ITALIAN, 1853-1909)**

A collector's room  
signed and inscribed 'L. Marchetti/Paris' (lower left)  
oil on canvas  
47.7 x 54.6cm (18 3/4 x 21 1/2in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

410

**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).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400



411

**LUCIUS ROSSI (ITALIAN, 1846-1913)**

The Phrenologist  
signed and dated 'Lucio Rossi 74' (lower right)  
oil on panel  
40 x 30.5cm (15 3/4 x 12in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with French Gallery, Pall Mall, London.

Purchased from the above by Major Augustus Hunt on 16 July 1875  
for the price of £336.

Private Collection, UK.

This work is sold together with the original French Gallery receipt.

412

**LUCIUS ROSSI (ITALIAN, 1846-1913)**

The Last New Novel  
signed and dated 'Lucio Rossi -75-' (lower right)  
oil on panel  
33.5 x 25.5cm

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800



411



412



413

413<sup>W</sup>

**JULES JAMES ROUGERON (FRENCH, 1841-1880)**

The dance

signed and dated 'Jules. Rougeron. 76' (lower right)

oil on canvas

93 x 127cm (36 5/8 x 50in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700





414

414<sup>W</sup>

**PIERRE BONIROTE (FRENCH, 1811-1891)**

On the balcony  
signed 'P. Bonirote.' (upper left)  
oil on canvas  
92 x 74cm (36 1/4 x 29 1/8in).

**£8,000 - 12,000**

**€10,000 - 15,000**

**US\$13,000 - 19,000**

The present lot is believed to depict the Duchess of Placentia (Sophie de Marbois-Lebrun) a Greek Philhellene who played a major role in Bonirote's appointment at the Athens Art Department at the Polytechnic School in 1840-43. The other young woman is believed to be her daughter, Eliza.



415<sup>W</sup>

**FRANS GAILLIARD (BELGIAN, 1861-1932)**

*Un Banc au Boulevard Anspach*

signed 'F. GAILLIARD' (lower right) and inscribed with the title (on the stretcher)

oil on canvas

127 x 172cm (50 x 67 11/16in).

**£12,000 - 18,000**

**€15,000 - 23,000**

**US\$19,000 - 29,000**

Frans Gailliard studied at the Académie Royale des Beaux-Arts in Brussels under the masters Jean François Portaels (1818-1895), Joseph Stallaert (1825-1903), François Bossuet (1798-1889) and Paul Lauters (1806-1875) alongside notable contemporaries such as James Ensor (1860-1949), Léon Frédéric (1865-1940) and Fernand Khnopff (1858-1921).

Gailliard's drawings were used by many magazines as illustrations and this social commentary found its way into his urban subjects such as the present lot. He uses the title to place the scene on a particular street, the Boulevard Anspach in Brussels. He is best known for his evocative depictions of his hometown.



415



416

416

**EMILE CHARLES DAMERON (FRENCH, 1848-1908)**

Two country women and a cow in a woodland landscape

signed 'E. Dameron' (lower right)

oil on canvas

47 x 65.4cm (18 1/2 x 25 3/4in).

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800



417

417

**CARL (KARL) WILHELM GÖTZLOFF (GERMAN, 1799-1866)**

The bay of Sorrento

signed 'C. Gotzlof.' (lower left)

oil on canvas

22.5 x 34.5cm (8 7/8 x 13 9/16in).

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

Carl Gotzloff was born in Dresden and in 1825 accompanied his patron Baron Karl von Uxkull-Gyllenband to live in Naples. In 1835 he was appointed Court Painter to Ferdinand II, King of the Two Sicilies and in 1846 was appointed agent for the museums of Berlin by King Friederich Wilhelm IV.



418

418\*

**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).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400





419



420

419

**KEELEY HALSWELLE (BRITISH, 1832-1891)**

'Sketch in the Piazza Consolazione, Rome'  
signed with initials and inscribed with title (lower left)  
watercolour  
45.72 x 76.20cm (18 x 30in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

**Provenance**

Sale, Sotheby's London, 30 August 1994, lot 853.  
Private Collection, UK.

420

**ARTHUR TREVOR HADDON (BRITISH, 1864-1941)**

Gathering at the well  
signed 'TREVOR HADDON.RBA' (lower right)  
oil on canvas  
71 x 91.5cm (27 15/16 x 36in).

£1,500 - 2,000  
€1,900 - 2,500  
US\$2,400 - 3,200

421

**ISAAC ISRAELS (DUTCH, 1865-1934)**

A nude reclining in front of the fire  
indistinctly signed (lower left); dated '1930' in pencil (lower right)  
watercolour  
*34.5 x 49.5cm (13 9/16 x 19 1/2in).*

**£8,000 - 12,000**

**€10,000 - 15,000**

**US\$13,000 - 19,000**

**Provenance**

Mrs M.A. Cohen Tervaert-Israels (sister of the artist).  
with Simonis & Buunk, where authenticated by Anna Wagner.  
Private collection, Netherlands.



421





422



423



424

422

**JOHN SIMMONS (BRITISH, 1823-1876)**

Better times ahead  
signed and dated 'J.Simmons/1854' (lower right)  
watercolour and gum arabic  
93 x 69cm (36 5/8 x 27 3/16in).

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

423

**ALFRED DOWNING FRIPP, RWS (BRITISH, 1822-1895)**

'The Irish Mother'  
signed, dated and inscribed 'Alfred D Fripp Galway 45' (lower left)  
and titled, signed and inscribed with the artist's address (on a label  
attached to the backboard)  
watercolour  
31.2 x 22.2cm (12 5/16 x 8 3/4in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

424

**EMILY FARMER (BRITISH, 1826-1905)**

Tip Toes  
signed 'Emily Farmer' (lower left)  
watercolour  
41.9 x 31.7cm (16 1/2 x 12 1/2in).

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

425

**JOHN HENRY HENSHALL, RWS (BRITISH, 1856-1928)**

'Beg!'

signed 'Henry.Henshall RWS.' (lower right)  
and signed and inscribed with the title (on the reverse)

watercolour

25.4 x 35.6cm (10 x 14in).

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200

426

**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).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

427

**JOHN MOGFORD (BRITISH, 1821-1885)**

Durdle Door, Dorset

signed 'Mogford.' (lower left)

watercolour

17.8 x 35.6cm (7 x 14in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



425



426



427





428



429



430

428<sup>AR</sup>

**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).

£1,500 - 2,500

€1,900 - 3,200

US\$2,400 - 4,000

**Provenance**

Mr and Mrs Bishop.

Thence by descent to the present owner.

429

**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).

£1,500 - 2,500

€1,900 - 3,200

US\$2,400 - 4,000

430

**HENRY JOHN STOCK, RI ROI (BRITISH, 1853-1930)**

Portrait of a lady in blue  
signed and dated 'H.J.STOCK/1901' (upper right)  
watercolour  
42 x 33cm (16 9/16 x 13in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400





431

431

**WILLIAM WOODHOUSE (BRITISH, 1857-1939)**

A visit to the beach  
signed 'W.WOODHOUSE' (lower left)  
oil on canvas  
77 x 65cm (30 5/16 x 25 9/16in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

432<sup>AR W</sup>

**JOHN DALZELL KENWORTHY (BRITISH, 1858-1954)**

Portrait of a girl, full length  
signed and dated 'J D Kenworthy 1901' (lower left)  
oil on canvas  
177.8 x 105.4cm (70 x 41 1/2in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

433

**ROWLAND HOLYOAKE (BRITISH, EXH.1880-1911)**

Portrait of a beauty with a Chinese parasol  
signed 'R Holyoake' (lower right)  
oil on canvas  
45.7 x 35.6cm (18 x 14in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100



432



433



434



435

434<sup>AR</sup>

**CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)**

A letter to father  
signed 'C SPENCELAYH' (lower right)  
oil on canvas  
31 x 41cm (12 3/16 x 16 1/8in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

**Provenance**

Sale, Hamptons Fine Art, Godalming, 29 May 2002, lot 471.  
with Willow Gallery, Weybridge.  
Private collection, UK.

435<sup>AR</sup>

**ERWIN EICHINGER (AUSTRIAN, 1892-1950)**

Checkmate  
signed and inscribed 'E Eichenger/Wien' (upper left)  
oil on panel  
38.1 x 48.4cm (15 x 19 1/16in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400



436

436\* AR

**CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)**

'Scandal'

signed 'CHARLES SPENCELAYH' (lower left) and inscribed 'SCANDAL/  
COPYRIGHT RESERVED/C.S.' (on the reverse)

oil on canvas

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

£6,000 - 8,000

€7,600 - 10,000

US\$9,700 - 13,000





437



438

437

**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).

**£1,500 - 2,500**  
**€1,900 - 3,200**  
**US\$2,400 - 4,000**

438<sup>W</sup>

**ASTER R. C. CORBOULD (BRITISH, 1812-1882)**

Cattle in a pasture at dusk  
signed and dated 'Aster R C Corbould/1858' (lower left)  
oil on canvas  
63.5 x 127cm (25 x 50in).

**£1,000 - 1,500**  
**€1,300 - 1,900**  
**US\$1,600 - 2,400**

**Exhibited**

Possibly, London, Royal Academy, 1858, no. 149, titled 'Returning to the marshes'.



439



440

439

**ATTRIBUTED TO ANTHONY VANDYKE COPLEY FIELDING,  
P.O.W.S. (BRITISH, 1787-1855)**

A view of Richmond, Yorkshire  
oil on canvas, in a carved and gilded frame  
77 x 107cm (30 5/16 x 42 1/8in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

**Provenance**

Purchased at Christie's in the 1930s by Mr Lancelot Hugh Smith  
Esmund Baring.  
Thence by descent.

440

**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).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100



441



442

441

**SIDNEY RICHARD PERCY (BRITISH, 1821-1886)**

The wooded track  
signed and dated 'S R Percy/1876' (lower left)  
oil on canvas, laid down to board  
28 x 37.2cm (11.2 x 14 5/8in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

**Provenance**

Sale, Christie's London, 17 November 2010, lot 182.

442

**ALFRED VICKERS SNR. (BRITISH, 1786-1868)**

'At the base of Snowden N.W.'  
signed and dated 'A Vickers/1859' (lower left) and titled, signed and  
dated (on the reverse)  
oil on canvas  
71.1 x 102.8cm (28 x 40 1/2in).

£1,200 - 1,800  
€1,500 - 2,300  
US\$1,900 - 2,900



443

**WILLIAM HENRY MANDER (BRITISH, 1850-1922)**

Bransford Bridge, Worcester  
signed 'W. H Mander' (lower left) and bears  
title and signature (on the reverse)  
oil on canvas  
61 x 96.5cm (24 x 38in).

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

444

**WILLIAM HENRY MANDER (BRITISH, 1850-1922)**

Figures on a path in a mountainous landscape  
signed and dated 'W H. Mander.\13.' (lower  
left)  
oil on canvas  
50.8 x 76.9cm (20 x 30 1/4in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

445

**WALTER WALLOR CAFFYN (BRITISH, 1845-1898)**

A river landscape  
signed and dated 'W W Caffyn 1893' (lower  
right)  
oil on canvas  
50.8 x 81.3cm (20 x 32in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



443



444



445



446



447

446

**THOMAS EDWIN MOSTYN, ROI, RWA, RCA (BRITISH, 1864-1930)**

The Palace of Dreams

signed 'MOSTYN' (lower centre left) and bears title and date (on the stretcher)

oil on canvas

50.8 x 68.6cm (20 x 27in).

**£1,000 - 1,500**

**€1,300 - 1,900**

**US\$1,600 - 2,400**

447

**ALEXANDER JAMIESON ROI (BRITISH, 1873-1937)**

The Old Vine, San Gimignano, Italy

signed 'alexander jamieson' (lower left)

oil on panel

70 x 55cm (27 1/2 x 21 5/8in).

Painted circa 1927

**£1,500 - 2,500**

**€1,900 - 3,200**

**US\$2,400 - 4,000**

#### Provenance

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

Presented to the New Cavendish Club in 1964.

The New Cavendish Club was originally 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.





448

448

**ADRIAN SCOTT STOKES (BRITISH, 1854-1935)**

Lake Locarno

signed 'Adrian Stokes' (lower left)

oil on canvas

62.5 x 78.5cm (24 5/8 x 30 7/8in).

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

449<sup>AR</sup>

**SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)**

In a garden, Galata, Constantinople

signed with initials and dated 'FB 90' (lower right)

oil on panel

27.3 x 20.3cm (10 3/4 x 8in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with Connaught Brown, London.

Private collection, UK.

**Exhibited**

Leeds, Leeds City Art Gallery, *Frank Brangwyn 1867-1956*, March 2006 - January 2007; this exhibition travelled to: Bruges, Arents House, 7 July - 17 September 2006; and Swansea, Glynn Vivian Art Gallery, 13 October 2006 - 7 January 2007.



449





450

450<sup>AR</sup>

**SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)**

Venice  
signed with initials 'FB' (lower left)  
oil on board  
35 x 50.8cm (13 3/4 x 20in).

£5,000 - 7,000

€6,300 - 8,800

US\$8,100 - 11,000

**Provenance**

with Connaught Brown, London.  
Private collection, UK.



451

451<sup>AR</sup>

**SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)**

The Grand Canal at San Giorgio Maggiore, Venice

signed with initials 'FB' (lower left)

oil on board

41.5 x 30.5cm (16 5/16 x 12in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700

**Provenance**

with Connaught Brown, London.

Private collection, UK.





452

452<sup>AR</sup>

**SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)**

Old Kew Bridge

oil on board

50.8 x 59.7cm (20 x 23 1/2in).

Painted circa 1898

£5,000 - 7,000

€6,300 - 8,800

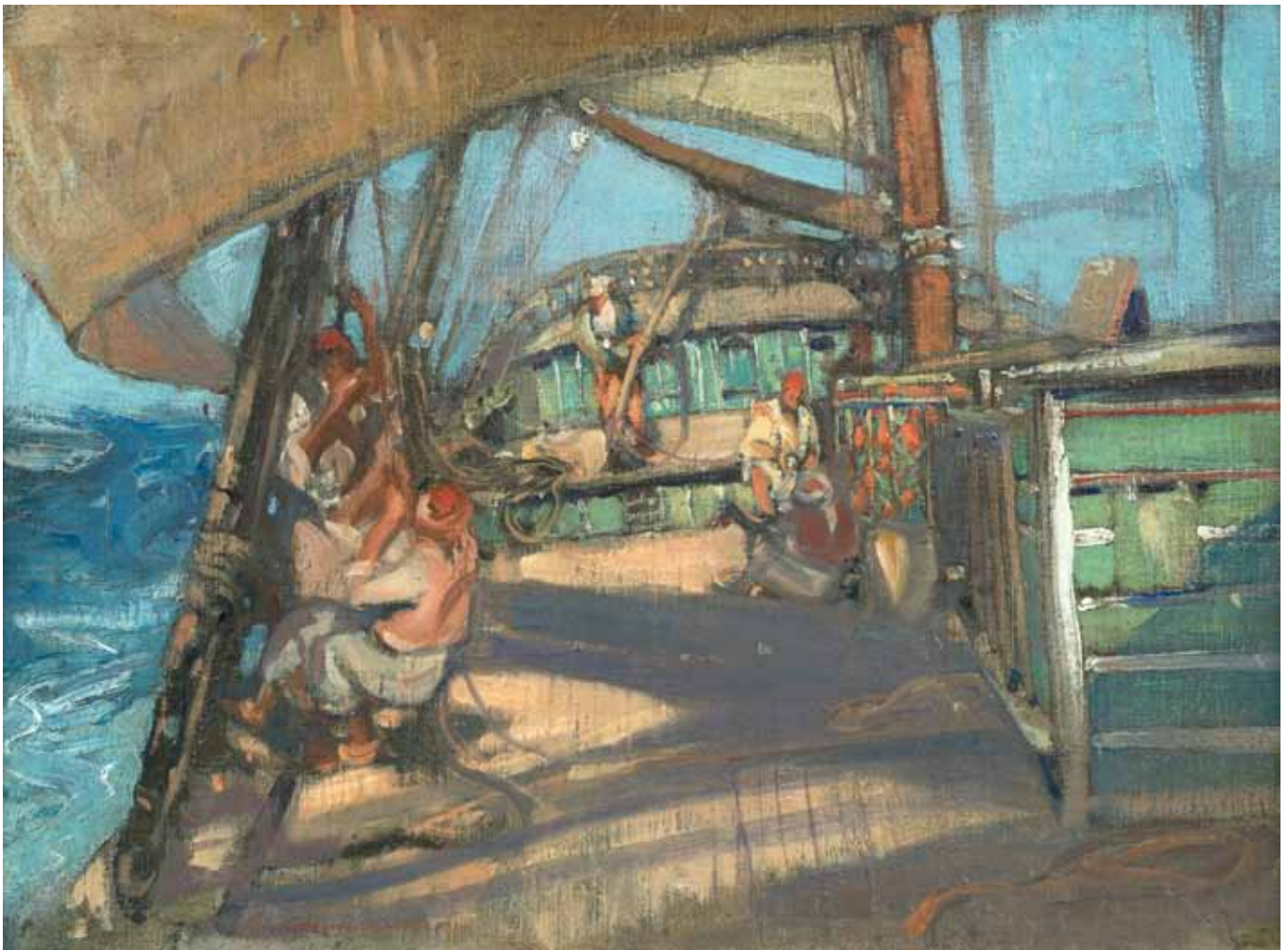
US\$8,100 - 11,000

**Provenance**

with Connaught Brown, London.

Private collection, UK.





453

453<sup>AR</sup>

**SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)**

The Sea of Marmara  
oil on canvas, laid to board  
31.1 x 43.2cm (12 1/4 x 17in).  
Painted in 1890

£5,000 - 7,000

€6,300 - 8,800

US\$8,100 - 11,000

**Provenance**

with Connaught Brown, London.  
Sale, Christie's London, 28 November 1996, lot 28.  
Private collection, UK.

**Exhibited**

London, Connaught Brown, *Autumn Exhibition*, November - December 1988, no. 22.  
Leeds, Leeds City Art Gallery, *Frank Brangwyn 1867-1956*, March 2006 - January 2007; this exhibition travelled to: Bruges, Arents House, 7 July - 17 September 2006; and Swansea, Glynn Vivian Art Gallery, 13 October 2006 - 7 January 2007.



454



455

454

**TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)**

'Twilight'

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

oil on canvas

23 x 29cm (9 x 11 3/8in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

455

**ROBERT FARREN (BRITISH, 1832-1910)**

The day's catch

signed and dated 'R. Farren 1889' (lower right)

oil on canvas

94 x 71.1cm (37 x 28in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100





456



457

456

**TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)**

The Piazza at twilight  
signed 'Terrick Williams' (lower right) and bears title, signature and  
artist's address (on the reverse)  
oil on canvas  
60.9 x 91.4cm (24 x 36in).

£4,000 - 6,000  
€5,100 - 7,600  
US\$6,500 - 9,700

457<sup>AR</sup>

**CHARLES CUNDALL R.A. (BRITISH, 1890-1971)**

Rio San Trovaco, Venice  
signed and dated 'C.E Cundall 1922' (lower right)  
oil on board  
38 x 46cm (14 15/16 x 18 1/8in).

£1,200 - 1,800  
€1,500 - 2,300  
US\$1,900 - 2,900

Provenance  
with Phoenix Gallery





458

458<sup>AR</sup>

**STANHOPE ALEXANDER FORBES, RA (BRITISH, 1857-1947)**

The Fountain Tavern

oil on canvas

35.6 x 47cm (14 x 18 1/2in).

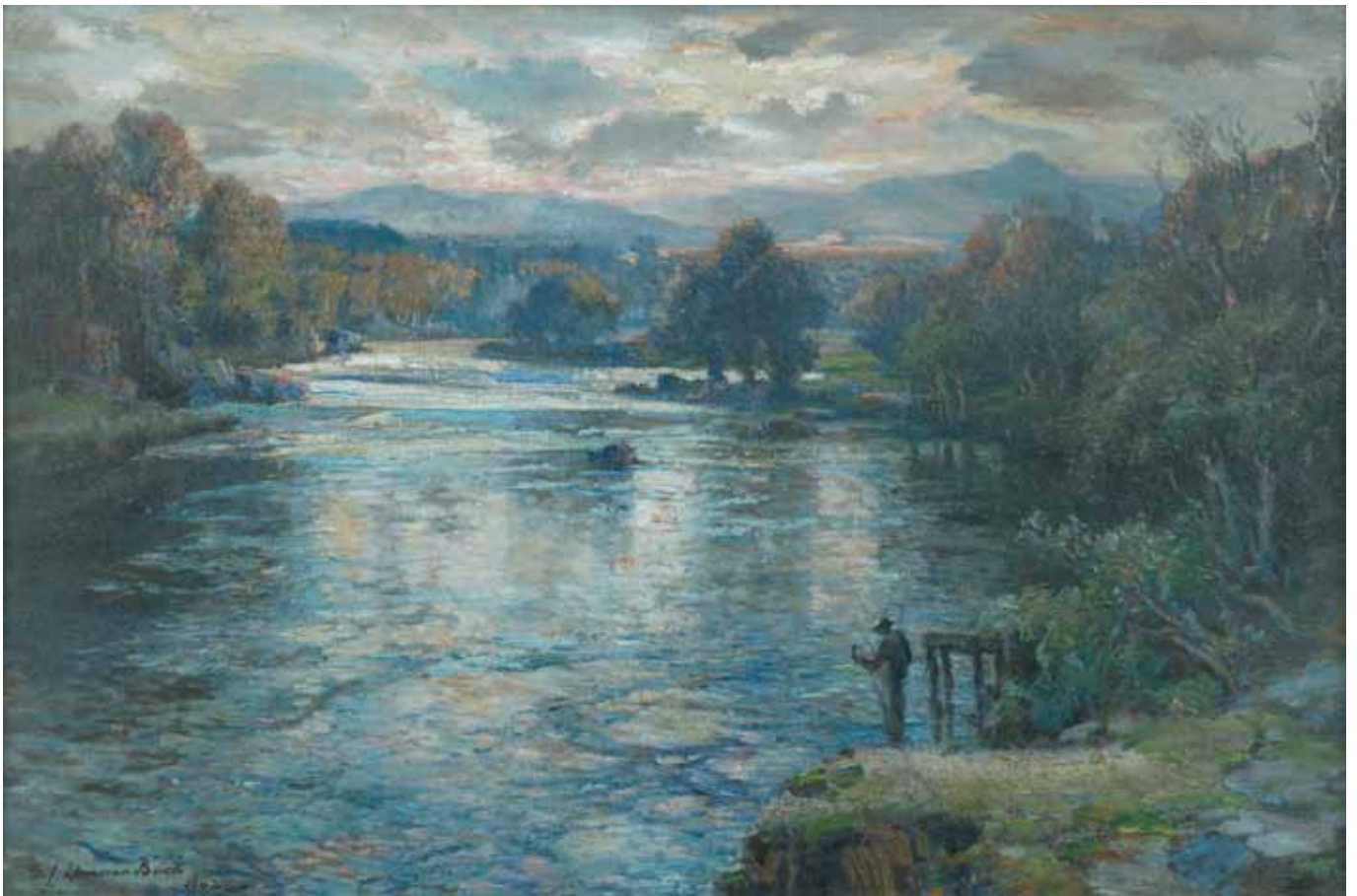
Painted *circa* 1939

**£2,000 - 3,000**

**€2,500 - 3,800**

**US\$3,200 - 4,800**

The present lot appears to be a study for a larger work of the same title executed in 1939 and depicting the Fountain Tavern in Penzance.



459

459<sup>AR</sup>

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

The westering sun on the river Don, Yorkshire  
signed and dated 'S. J. Lamorna Birch/1942' (lower left) and signed  
and inscribed with the artist's address (on the stretcher)

oil on canvas

50.8 x 76.2cm (20 x 30in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,700 - 13,000

**Provenance**

Purchased directly from the artist.

Thence by descent.



460

460<sup>W</sup>

**HAROLD SEPTIMUS POWER (AUSTRALIAN, 1878-1951)**

Field labourers at rest  
 signed and dated 'H.S.Power/1908' (lower right)  
 oil on canvas  
 51 x 79.5cm (20 1/16 x 31 5/16in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

Harold Septimus Power is best known for his depictions of animals. He was New Zealand born and started his career in Adelaide. He trained at the Academie Julian in Paris and became a regular exhibitor at the Royal Academy. He is especially known for his horse subjects and this extends to his paintings of war horses when employed as an official Australian war artist during the Great War.





461

461<sup>AR W</sup>

**DAME LAURA KNIGHT RA, RWS (BRITISH, 1877-1970)**

The Circus Horse  
signed 'Laura Knight' (lower right)  
watercolour and bodycolour  
56.5 x 77cm (22 1/4 x 30 5/16in).

**£7,000 - 10,000**  
**€8,800 - 13,000**  
**US\$11,000 - 16,000**

**Provenance**

Sale, Sotheby's London, 27 November 1986.  
Sale, Sotheby's London, 27 November 1996, lot 23.  
Private collection, UK.

In 1929 and 1930, after many years spent in both Staithes and Cornwall, Dame Laura Knight toured the south coast of England with Great Carmo's Circus. The circus horse depicted in the present lot may be Pollux, who worked in the circus shows during this time. As discussed in Laura Knight's autobiography, *Oil Paint and Grease Paint*, Pollux was generally paired with Apollo, another skewbald. Great Carmo's Circus horse trainer, Captain Anker, originally purchased Apollo as lion meat, however grew too fond of Apollo to follow through with this plan.

We are grateful to Mr R. John Croft FCA, great nephew of the artist, for his assistance in cataloguing this lot.



462



462



463

462

**ALICE MAUD FANNER (BRITISH, 1865-1930)**

'The Seashore'; 'Southampton Water', a pair one signed 'Alice Fanner' (lower left) and the other signed and indistinctly dated 'Alice Fanner/19...' (lower right)

oil on board, unframed

each 26.3 x 35.6cm (10 3/8 x 14in). (2)

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

463

**JULIUS OLSSON (BRITISH, 1864-1942)**

Porthminster beach

signed 'Julius Olsson' (lower right)

oil on canvas

51.4 x 61cm (20 1/4 x 24in).

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200





464

464<sup>AR</sup>

**DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)**

Boats in a Cornish harbour  
signed 'Dorothea Sharp' (lower left)  
oil on board  
38.1 x 45.1cm (15 x 17 3/4in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700

**Provenance**

Gifted by the artist to the present owner's Grandfather L B Powell in Cornwall.

Thence by descent.





465



466

465<sup>AR</sup>

**WILLIAM LEE HANKEY RWS, RI, ROI, RE (BRITISH, 1869-1952)**

Palais du Pape, Avignon  
signed 'W Lee-Hankey' (lower right)  
oil on canvas  
63.5 x 76.2cm (25 x 30in).  
Painted circa 1920

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

**Provenance**

with Frost & Reed, London, no. 12587.  
with Paisnel Gallery, London.

466<sup>AR</sup>

**WILLIAM LEE HANKEY RWS, RI, ROI, RE (BRITISH, 1869-1952)**

Summer at Moret  
signed 'W Lee-Hankey' (lower right)  
oil on canvas  
63.5 x 76.2cm (25 x 30in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

**Provenance**

with Paisnel Gallery, London.



467



468

467<sup>AR</sup>

**WILLIAM LEE HANKEY RWS, RI, ROI, RE (BRITISH, 1869-1952)**

A market scene  
signed 'W Lee Hankey' (lower right)  
oil on canvas  
38.5 x 46cm (15 3/16 x 18 1/8in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

468

**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).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

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



469

469<sup>AR</sup>

**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).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400



470

470<sup>AR</sup>

**HERBERT RICHTER (BRITISH, 1874-1955)**

In the looking glass  
signed 'H DAVIS RICHTER' (lower right) and inscribed with the artist's  
address (on the stretcher)  
oil on canvas  
61 x 51cm (24 x 20 1/16in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400





471

471

**ALBERT CHEVALLIER TAYLER, RBC (BRITISH, 1862-1925)**

An elegant lady seated by the fireplace  
signed 'A. CHEVALLIER TAYLER.' (lower right)

oil on canvas

63.5 x 76.2cm (25 x 30in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700



472

472

**CHARLES HASLEWOOD SHANNON R.A. (BRITISH, 1863-1937)**

The bath

signed and dated 'CHARLES SHANNON 1908-' (lower right)

oil on canvas

118.1 x 88.9cm (46 1/2 x 35in).

£5,000 - 7,000

€6,300 - 8,800

US\$8,100 - 11,000

**Provenance**

A.G Temple, London, 1912.

Sydney, Art Gallery of New South Wales, accession no. 4799.

Sale, Christie's London, 6 March 1998, lot 84.

Private collection, UK.

**Exhibited**

Rome, *International Exhibition*, 1911 (not traced).



473

473

**PHILIP WILSON STEER O.M., N.E.A.C. (BRITISH, 1860-1942)**

The Pillow Fight  
signed 'P.W.Steer' (lower right)  
oil on canvas  
62.3 x 77.5cm (24 1/2 x 30 1/2in).

£4,000 - 6,000  
€5,100 - 7,600  
US\$6,500 - 9,700

**Provenance**  
with The Goupil Gallery, London.

**Literature**  
Laughton, Bruce, *Philip Wilson Steer*, Oxford, 1971, pp. 70-1, 75, 137,  
illustrated plate 118.





474



475

474\* AR

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

'Many Splashes. A fall on the Geroanne, Drome, France'  
signed 'W. RUSSELL FLINT-' (lower right) and bears title on a gallery  
label (attached to the backboard)  
watercolour  
50.2 x 60cm (19 3/4 x 23 5/8in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

**Provenance**

with Frost & Reed, London, no. D.7941.  
Acquired from the above by the present owner, 14 May 1959.

475<sup>AR</sup>

**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).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

**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.



476

476<sup>AR</sup>

**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).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

477<sup>AR</sup>

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

Gipsy Girl  
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).

£1,500 - 2,500

€1,900 - 3,200

US\$2,400 - 4,000



477



478

478

**PAOLO SALA (ITALIAN, 1859-1924)**

Westminster Abbey

signed 'Paolo Sala' (lower right)

oil on panel

21.6 x 30.5cm (8 1/2 x 12in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700

**Provenance**

By descent through the artist's family.





479

479

**BEPPE CIARDI (ITALIAN, 1875-1932)**

Three river landscapes  
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

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

480

**PAOLO SALA (ITALIAN, 1859-1924)**

Study of geese  
signed 'Paolo Sala' (lower left)  
oil on canvas, laid to board  
25.4 x 35.6cm (10 x 14in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

**Provenance**

By descent through the artist's family.

481

**PAOLO SALA (ITALIAN, 1859-1924)**

The young goat herder  
signed 'PSala' (lower left)  
oil on panel  
26 x 17.8cm (10 1/4 x 7in).

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

**Provenance**

By descent through the artist's family.



480



481



482

482<sup>AR</sup>

**PIERRE DE CLAUSADE (FRENCH, 1910-1976)**

*'Val de Loire'*

signed 'P. de Clausade' (lower left) and signed with initials and inscribed with the title (on the reverse)

oil on canvas

51 x 63.5cm (20 1/16 x 25in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



483

483<sup>AR</sup>

**PIERRE DE CLAUSADE (FRENCH, 1910-1976)**

*Côte Bretagne*

signed 'P. de Clausade' (lower right)

oil on canvas

58.5 x 71cm (23 1/16 x 27 15/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Provenance**

with Eaton Gallery, London.

Private collection, UK.



484

484<sup>AR</sup>

**PIERRE DE CLAUSADE (FRENCH, 1910-1976)**

*Estuary landscape*

signed 'P. de Clausade.' (lower left)

oil on canvas

59.4 x 71.7cm (23 3/8 x 28 1/4in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



485

485

**PEDER MØRK MØNSTED (DANISH, 1859-1941)**

A lakeside view  
signed and dated 'P Mønsted. 1900' (lower right)  
oil on canvas  
34.3 x 50.8/cm (13 1/2 x 20in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

**Provenance**  
with Eaton Gallery Fine Paintings, London.

486

**HENRI BIVA (FRENCH, 1848-1928)**

The canal  
signed 'Henri Biva' (lower left)  
oil on canvas  
64.7 x 54.6cm (25 1/2 x 21 1/2in).

£3,000 - 5,000  
€3,800 - 6,300  
US\$4,800 - 8,100

**Provenance**  
with Burlington Paintings, London.



486





487

487AR

**MARCEL DYF (FRENCH, 1899-1985)**

*Parc à huîtres en Bretagne*

signed 'Dyf' (lower left)

oil on canvas

46 x 55.5cm (18 1/8 x 21 7/8in).

Painted in 1970

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

The present lot captures a peaceful oyster farm in southern Brittany. The church on the horizon is the Church of Locmariaquer which is situated in the Gulf of Morbihan. The small town of Locmariaquer has become one of the most important oyster fisheries in France and also a picturesque destination to explore Neolithic remains.

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 3246.



488

488<sup>AR</sup>

**MARCEL DYF (FRENCH, 1899-1985)**

*Parc à huîtres en Bretagne*

signed 'Dyf' (lower right)

oil on canvas

59.7 x 72.4cm (23 1/2 x 28 1/2in).

Painted in 1969

£6,000 - 8,000

€7,600 - 10,000

US\$9,700 - 13,000

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 3234.



489

489

**EDMOND MARIE PETITJEAN (FRENCH, 1844-1925)**

*Boulevard des Patignoies*

signed with initials 'E.P.' (lower right)

oil on board

16 x 23.8cm (6 5/16 x 9 3/8in).

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800





490

490

**HENRI LEBASQUE (FRENCH, 1865-1937)**

*Paysage*

signed 'Lebasque' (lower right)

oil and pencil on paper, laid down on canvas

17.2 x 24.5cm (6 3/4 x 9 5/8in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with Frost & Reed, London, no. 57040S.

The authenticity of this work has kindly been confirmed by Madame Maria de la Ville Fromoit and Madame Christine Lenoir.



491

491

**MARCEL FRANÇOIS LEPRIN (FRENCH, 1891-1933)**

*Le Moulin de la Galette*

signed 'LEPRIN' (lower left)

oil on canvas

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

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with Galerie Gilbert & Paul Petrides, Paris.

Acquired from the above by the present owner, 22 October 1991.



492

492\* AR

**YVES BRAYER (FRENCH, 1907-1990)**

*Le Mas aux Alpilles*

signed 'YVES BRAYER' (lower right) and titled (on the stretcher)

oil on canvas

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

Painted in 1964

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700

The authenticity of this work has kindly been confirmed by Madame Corinne Brayer and Monsieur Olivier Brayer on the basis of photographs and will be included in the addendum of the *catalogue raisonné* of the oil paintings on [www.yvesbrayer.com](http://www.yvesbrayer.com), number 4546.





493



494

493

**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).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with Galeries Georges Petit, Paris.

Acquired from the above.

Thence by descent to the present owner.

**Exhibited**

Paris, Galeries Georges Petit, *Exposition Stepan Kolesnikoff, Peintures*, 16-31 March 1927, possibly no. 19.

494

**STEPAN FEDOROVICH KOLESNIKOV (RUSSIAN, 1879-1955)**

*A peasant*

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).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with Galeries Georges Petit, Paris.

Acquired from the above.

Thence by descent to the present owner.

**Exhibited**

Paris, Galeries Georges Petit, *Exposition Stepan Kolesnikoff, Peintures*, 16-31 March 1927, possibly no. 36 'Les Primitifs'.



495



496

495

**CHARLES GARABED ATAMIAN (ARMENIAN, 1872-1947)**

Building sandcastles on the beach

signed 'Atamian/Ch-' (lower right)

oil on canvas

40.6 x 54.6cm (16 x 21 1/2in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

496

**CHARLES GARABED ATAMIAN (ARMENIAN, 1872-1947)**

Children on the beach

signed 'Atamian/Ch-' (lower right)

oil on canvas

40.7 x 54.6cm (16 x 21 1/2in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100





497

497\* AR

**ANTOINE BLANCHARD (FRENCH, 1910-1988)**

*Notre Dame de Paris*

signed 'Antoine Blanchard.' (lower right)

oil on canvas

33 x 45.7cm (13 x 18in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700





498

498\* AR

**ANTOINE BLANCHARD (FRENCH, 1910-1988)**

*Place de Tertre Paris*

signed 'Antoine Blanchard.' (lower right)

oil on canvas

33 x 45.7cm (13 x 18in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700



499

499<sup>AR</sup>

**GEORGES D'ESPAGNAT (FRENCH, 1870-1950)**

*Jeune femme se coiffant*

signed with initials 'gdE' (lower left) and signed 'Georges d'Espagnat' (on the stretcher)

oil on canvas

81.1 x 65.4cm (31 15/16 x 25 3/4in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

**Provenance**

with Stern Pissarro Gallery, London.

Acquired from the above by the present owner, 15 September 2005.

The authenticity of this work has kindly been confirmed by Monsieur Jean-Dominique Jacquemond.



500

500<sup>AR</sup>

**PAUL SIEFFERT (FRENCH, 1874-1957)**

*Femme nue allongé*

signed 'P. Sieffert' (lower left) and signed and numbered 'no. 560' (on the reverse)

oil on canvas

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

£5,000 - 7,000

€6,300 - 8,800

US\$8,100 - 11,000





501

501

**ANDREI BELICHENKO (RUSSIAN, BORN 1974)**

Gazing at the window  
signed and dated 'A. BELICHENKO/2010' (on the reverse)  
oil on canvas  
92.4 x 60.4cm (36 3/8 x 23 3/4in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

502<sup>AR</sup>

**MARCEL DYF (FRENCH, 1899-1985)**

*Fillette gitane*  
signed 'Dyf' (lower right)  
oil on canvas  
33 x 24cm (13 x 9 7/16in).  
Painted in 1984

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

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 1442.



502



503

503<sup>AR</sup>

**MAURICE-AMBROISE EHLINGER (FRENCH, 1896-1981)**

*Femme couchée*

signed 'M. Ehlinger' (lower right)

oil on canvas

59.7 x 73.7cm (23 1/2 x 29in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

504<sup>AR</sup>

**ATTRIBUTED TO JEAN DE LA HOUGUE (FRENCH, 1874-1959)**

*Femme nue*

oil on canvas

81.3 x 53.3cm (32 x 21in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



504



505

505<sup>AR</sup>

**CLAUDE VENARD (FRENCH, 1913-1999)**

*Le port*

signed and dated 'C. VENARD 53' (lower right)

oil on canvas

60 x 92cm (23 5/8 x 36 1/4in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,100

The authenticity of this work has kindly been confirmed by Monsieur Alain Vercel.





506



507

506<sup>AR</sup>

**MARCEL GROMAIRE (FRENCH, 1872-1971)**

*Vue d'un quai, Amsterdam*  
signed and dated 'GROMAIRE 1942' (lower left)  
watercolour, gouache, pen and ink  
24.6 x 32cm (9 11/16 x 12 5/8in).

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

**Provenance**

Sale, Christie's London, 8 February 2013, lot 33.  
Private collection, UK (acquired at the above sale).

The authenticity of this work has kindly been confirmed by Galerie de la Présidence.

507<sup>AR</sup>

**CLAUDE VENARD (FRENCH, 1913-1999)**

*Baigneuse au chapeau*  
signed 'C. VENARD' (lower right)  
oil on canvas  
50 x 61cm (19 11/16 x 24in).

£1,800 - 2,200  
€2,300 - 2,800  
US\$2,900 - 3,600

**Provenance**

with Galerie Felix Vercel, New York & Paris, no. 384.

The authenticity of this work has kindly been confirmed by Monsieur Alain Vercel.



508



509

508<sup>AR</sup>

**CLAUDE VENARD (FRENCH, 1913-1999)**

*Nature morte*  
signed 'C. VENARD' (lower right)  
oil on canvas  
46 x 55cm (18 1/8 x 21 5/8in).

£2,500 - 3,500  
€3,200 - 4,400  
US\$4,000 - 5,600

The authenticity of this work has kindly been confirmed by Monsieur Alain Vercel.

509<sup>AR</sup>

**CLAUDE VENARD (FRENCH, 1913-1999)**

*Nature morte*  
oil on canvas  
33 x 41cm (13 x 16 1/8in).

£1,500 - 2,500  
€1,900 - 3,200  
US\$2,400 - 4,000

The authenticity of this work has kindly been confirmed by Monsieur Alain Vercel.



510

510<sup>AR</sup>

**CLAUDE VENARD (FRENCH, 1913-1999)**

*Femmes en rose*

signed 'C. VENARD' (lower left)

oil on canvas

130 x 97cm (51 3/16 x 38 3/16in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,500 - 9,700

The authenticity of this work has kindly been confirmed by Monsieur Alain Vercel.





511

511\* AR

**PABLO PICASSO (SPANISH, 1881-1973)**

*Deux danseurs*

stamped 'Madoura Plein Feu/Empreinte

Originale de Picasso' (underneath)

partially glazed ceramic plate

25cm (9 13/16in) diameter

Conceived in 1956 and executed in an edition of 450

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

#### Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 380, p. 197 (another version illustrated).

512<sup>AR</sup>

**PABLO PICASSO (SPANISH, 1881-1973)**

*Picador*

stamped and marked 'Madoura Plein Feu/

Picasso Madoura Edition' (underneath)

partially glazed ceramic bowl

12.5cm (4 15/16in) diameter

Conceived in 1955 and executed in an edition of 500

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

#### Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 289, p. 150 (another version illustrated).



512



513

513<sup>AR</sup>

**PABLO PICASSO (SPANISH, 1881-1973)**

*Service visage noir*

stamped and marked 'Madoura Plein Feu/D'apres Picasso/CR

B'(underneath)

glazed ceramic plate

23.8cm(9 7/16in) diameter

Conceived in 1948 and executed in an edition of 100

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

#### Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 37, p. 37 (another version illustrated).



514<sup>AR</sup>

**PABLO PICASSO (SPANISH, 1881-1973)**

*Bouteille gravée*

marked and numbered 'Edition Picasso/258/300/Madoura' (underneath)

Partially glazed and engraved ceramic vase

44.5cm (17 1/2in) high

Conceived in 1954 and executed in a numbered edition of 300

£5,000 - 7,000

€6,300 - 8,800

US\$8,100 - 11,000

**Literature**

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 249, p. 132 (another version illustrated).

514



515<sup>AR</sup>

**PABLO PICASSO (SPANISH, 1881-1973)**

*Picador*

marked 'Edition/Madoura/Picasso' (underneath)

partially glazed terracotta pitcher

13.8cm(5 7/16in) high

Conceived on 5 August 1952 and executed in an edition of 500

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200

**Literature**

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 162, p. 89 (another version illustrated).

516<sup>AR</sup>

**JEAN COCTEAU (FRENCH, 1889-1963)**

*Buveur aux yeux verts*

with signature 'Jean Cocteau' (lower left), dated '1958' (lower right)

and marked and numbered 'Edition originale/de Jean Cocteau/Atelier/Madeline-Jolly/14/50' (underneath)

partially glazed ceramic mug

11.5cm(4 1/2in) high

Conceived in 1958 and executed in a numbered edition of 50

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

**Literature**

A. Guédras, *Jean Cocteau: Poteries, Catalogue des Céramiques 1957-1963*, Saint-Ouen, 1989, no. 276, p.177 (another version illustrated).



515



516



517

517\*

**AFTER HONORE DAUMIER (FRENCH, 1808-1948)**

Bust of Alexandre-Simon Pataille

Published by Maurice Le Garrec 1927-1952, probably executed by the Barbedienne Foundry, numbered on the inside 2/30 and stamped on the side with Maurice Le Garrec's seal 'MLG'.

Bronze with brown patina

17cm (6 11/16) high, 24.3cm (9 9/16) high including base

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

**End of Sale**

**The next sale of Victorian & British Impressionist  
Art will be on the 17 March 2015.**

**The next sale of 19th Century European,  
Impressionist & Modern Art will be on the  
31 March 2015.**

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## TRAVEL, EXPLORATION AND NATURAL HISTORY

Wednesday 3 December 2014  
Knightsbridge, London

**RICHARD DADD  
(BRITISH, 1817-1886)**

The Hall Built by Tathmosis III in the  
Great Temple of Anom Karnak, Luxor  
£8,000 - 12,000

### ENQUIRIES

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# Bonhams

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

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

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

#### *Bonhams’ responsibility to you*

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

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

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

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

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

#### *Alterations*

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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



**Bidding in person**

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

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

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

**Bidding by post or fax**

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

**Bidding via the internet**

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

**Bidding through an agent**

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

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

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

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

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

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

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

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

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

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

**8. VAT**

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

**9. PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

## 18. FURNITURE

### Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

## 19. JEWELLERY

### ~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

### Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

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

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

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

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

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

### Bottling Details and Case Terms

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

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



SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will 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.
- Φ 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, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

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

### 4 COLLECTION OF THE LOT

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

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

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

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

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

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

### 5 STORING THE LOT

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

### 6 RESPONSIBILITY FOR THE LOT

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



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

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Purchase Price"** the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

**"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

**"Sale"** the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

**"Sale Proceeds"** the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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



# Bonhams Specialist Departments

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

## 19th Century Paintings

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

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art

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

## American Paintings

Alan Fausel  
+1 212 644 9039

## Antiquities

Madeleine Perridge  
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## Antique Arms & Armour

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

## Art Collections, Estates & Valuations

Harvey Cammell  
+44 (0) 20 7468 8340

## Art Nouveau & Decorative Art & Design

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

## Australian Art

Merryn Schriever  
+61 2 8412 2222  
Alex Clark  
+61 3 8640 4088

## Australian Colonial Furniture and Australiana

+1 415 861 7500

## Books, Maps & Manuscripts

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Matthew Haley  
+44 20 7393 3817  
U.S.A  
Christina Geiger  
+1 212 644 9094

## British & European Glass

UK  
Simon Cottle  
+44 20 7468 8383  
U.S.A  
Suzy Pai  
+1 415 503 3343

## British & European Porcelain & Pottery

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John Sandon  
+44 20 7468 8244  
U.S.A  
Peter Scott  
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U.S.A.  
Hadji Rahimipour  
+1 415 503 3392

## Chinese & Asian Art

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Asaph Hyman  
+44 20 7468 5888  
U.S.A  
Dessa Goddard  
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HONG KONG  
+852 3607 0010  
AUSTRALIA  
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## Clocks

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James Stratton  
+44 20 7468 8364  
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Jonathan Snellenburg  
+1 212 461 6530

## Coins & Medals

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

## Contemporary Art

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

## Costume & Textiles

Claire Browne  
+44 1564 732969

## Entertainment Memorabilia

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

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Fergus Lyons  
+44 20 7468 8221  
U.S.A  
Jeffrey Smith  
+1 415 503 3413

## Greek Art

Olympia Pappa  
+44 20 7468 8314

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Kevin Mcgimpsey  
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## Irish Art

Penny Day  
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Tanya Wells  
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Jeff Olson  
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HONG KONG  
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## Marine Art

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U.S.A  
Gregg Dietrich  
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## Mechanical Music

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