

An impressionist painting depicting two women in a field. The woman in the foreground is wearing a white dress with blue accents and is holding a bouquet of yellow flowers. She is looking down at the flowers. The woman in the background is wearing a white dress and a wide-brimmed hat, and is looking towards the camera. The background is a bright, blue sky with soft, white clouds. The overall style is characteristic of Impressionism, with visible brushstrokes and a focus on light and color.

# 19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Wednesday 21 January 2015

# Bonhams

LONDON





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# 19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Wednesday 21 January 2015 at 14.00

New Bond Street, London

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## SALE NUMBER

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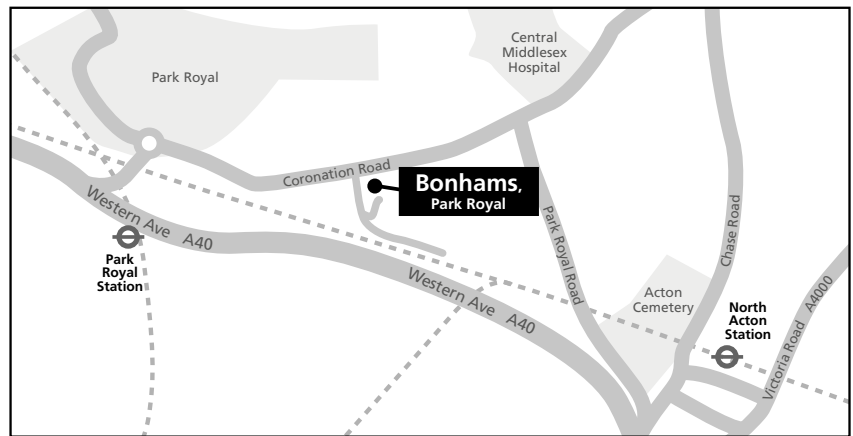
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**19TH CENTURY EUROPEAN,  
VICTORIAN AND BRITISH  
IMPRESSIONIST ART**

Lots 1 - 133





1 \*

**EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)**

Le Quai de Gesvres

signed 'E. Galien-Laloue.' (lower left)

gouache and pencil

19 x 31cm (7 1/2 x 12 3/16in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000





2 \*

**EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)**

La Madeleine

signed 'E. Galien-Laloue' (lower left)

gouache

19 x 31cm (7 1/2 x 12 3/16in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000





3 \*

**EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)**

La Bastille

signed 'E. Galien-Laloue' (lower left)

gouache

39 x 56cm (15 3/8 x 22 1/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000





4 \* AR

**EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)**

Place de la République

signed 'EDOUARD CORTÈS.' (lower right)

oil on canvas

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

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000



5 AR

**EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)**

Place Saint-Martin

signed 'EDOUARD CORTÈS.' (lower right)

oil on canvas

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

£7,000 - 10,000

€8,800 - 13,000

US\$11,000 - 16,000





6

**EUGÈNE GALIEN-LALOUÉ (FRENCH, 1854-1941)**

Porte Saint Martin, Paris sous la neige

signed 'E. Galien-Laloue' (lower left)

watercolour and gouache

18.5 x 28.5cm (7 5/16 x 11 1/4in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

**Provenance**

with Alexander Kahan Fine Arts Ltd., New York, ref. AK 3898

Private collection, UK



7 \*

**EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)**

Marché aux fleurs

signed and inscribed 'E. Galien-Laloue/Paul Mattig Paris' (lower left)

gouache

19 x 31cm (7 1/2 x 12 3/16in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000





8 \* AR

**EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)**

Porte Saint Denis

signed 'EDOUARD CORTÈS.' (lower right)

oil on canvas

48.5 x 65cm (19 1/8 x 25 9/16in).

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 31,000



9 AR

**EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)**

La Madeleine

signed 'EDOUARD CORTÈS.' (lower right)

oil on canvas

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

£7,000 - 10,000

€8,800 - 13,000

US\$11,000 - 16,000





10 AR

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

Nude on a bed, reflected in a mirror  
signed 'P. Sieffert.' (lower left), signed and inscribed 'P. Sieffert N°.533.'  
(on reverse)

oil on canvas

46.5 x 65cm (18 5/16 x 25 9/16in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400



11

**ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)**

Piazza San Marco, Venezia

signed 'ABrandeis.' (lower right)

oil on panel

23.5 x 16.5cm (9 1/4 x 6 1/2in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000





12 W

**FÉLIX FRANÇOIS GEORGES PHILIBERT ZIEM**  
**(FRENCH, 1821-1911)**

Le bassin, Venise

signed 'Ziem' (lower right)

oil on canvas

75.5 x 109.5cm (29 3/4 x 43 1/8in).

**£25,000 - 30,000**

**€32,000 - 38,000**

**US\$39,000 - 47,000**

The authenticity of this work has been confirmed by the *Association Félix Ziem*, represented by Mathias Ary Jan, David Pluskwa and Gérard Fabre, who will be including it in their catalogue raisonné on the artist.



13 \*

**GUSTAVE COURBET (FRENCH, 1819-1877)**

Woodland stream

signed 'G. Courbet.' (lower right)

oil on canvas

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

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

**Provenance**

Private collection, USA





14 \*

**WILLIAM ADOLPHE BOUGUEREAU (FRENCH, 1825-1905)**

Study for *Sainte Famille*

bears initials (lower right)

oil on canvas

27 x 17.8cm (10 5/8 x 7in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

The present lot is a study for Bouguereau's *Sainte Famille* which he completed in 1863 and was exhibited that same year at the Salon (cat. no. 226) and later at the Exposition Universelle of 1867 (cat. no. 73). It was then bought by Empress Eugenie de Montijo, the wife of Napoleon III. The present lot reveals Bouguereau's experimentation with the composition of *Sainte Famille*, with the final version differing slightly in the positioning of the figures.

#### Provenance

Sale, Christie's New York, 1 May 2000, lot 33, where the attribution was confirmed by Damien Bartoli

Private collection, Italy



William Adolphe Bouguereau (French, 1825-1905)

*Sainte Famille*

(Private collection)

15 W

**THÉRÈSE MARTHE FRANÇOISE COTARD-DUPRE (FRENCH,  
1877-1920)**

La Lessive

signed 'Th. Cotard.' (lower right)

oil on canvas

115 x 175cm (45 1/4 x 68 7/8in).

**£20,000 - 30,000**

**€25,000 - 38,000**

**US\$31,000 - 47,000**

**Provenance**

Private collection, UK

Thérèse Marthe Françoise Dupré was the daughter of Julien Dupré (1851-1910), a leading member of the Barbizon School and influential French realist painter. Her work was highly influenced by both her father and her uncle, George Laugée (1853-1937), also a painter, and like her father her works depict idealised visions of peasant life in rural France. She exhibited at the Salon in 1899 and became a member of the *Société des Artistes Français*, receiving a third class medal in 1907. She married the artist Edmond Cotard in 1889, with whom she had two children, Henri Edmond Cotard and François Cotard, who both became artists themselves.







Ernest Ange Duez at an easel in his studio, c.1885  
(Archives of American Art, Smithsonian Institution)

16 W

**ERNEST ANGE DUEZ (FRENCH, 1843-1896)**

Une Parisienne

signed, inscribed and dated 'E Duez/Paris 1883' (lower left)

oil on canvas

130.2 x 97.2cm (51 1/4 x 38 1/4in).

£60,000 - 80,000

€76,000 - 100,000

US\$94,000 - 130,000

**Provenance**

Purchased by the grandparents of the  
present owner in Paris in the 1950s

Thence by family descent







John Singer Sargent, *Ernest Ange Duez*, c.1884  
(The Montclair Art Museum, New Jersey, USA)

The present lot is an iconic image of the independent *Parisienne* walking along an open boulevard, her sober but fashionable dress offset by her bright flowers. It is a vision of Paris made famous by artists such as Gustave Caillebotte (1848-1894), Edouard Manet (1832-1883) and Edgar Degas (1834-1917) and writers from Balzac to Zola. The treatment of the paint and the palette takes much from Manet who was also famous for depicting an unaccompanied woman in an urban setting, a subject that in the 1880s still had the power to shock. Manet's *The Railway* painted ten years earlier in 1873 was derided by some critics for its placement of an unaccompanied woman and a child against the railings of a station. Although by no means as contentious as Manet's picture, by the social standards of the time *Une Parisienne* could still be seen as a challenging image and one that is an interesting comparison to the well-known depictions of the solitary urban male, or *flâneur*, made famous by Baudelaire and other writers and artists of the time.

Ernest-Ange Duez studied at the famous atelier of Carolus-Duran (1837-1917) in the 1870s where among others he worked alongside John Singer Sargent (1856-1925). Later on in their careers Duez and Sargent would work in neighbouring studios on the Boulevard Berthier. Sargent painted several portraits of Duez and his wife during this time, with this illustrated example from the Montclair Art Museum inscribed to the reverse, '*À mon ami Duez John S. Sargent.*' Together they moved in the same social circle as Paul-Albert Besnard (1849-1936), Gabriel Fauré (1845-1924), Jacques-Émile Blanche (1861-1942) and Giovanni Boldini (1842-1931). At Sargent's request, Duez contributed 100 francs in 1888 towards acquiring Manet's *Olympia* for the French state, marking their shared admiration for Manet. Duez's work reflects his place amongst the leading figures of the Parisian avant-garde. His focus on the lives of bourgeois Parisians places him at the heart of what the Impressionists and their circle were choosing to paint in the 1880s. His most successful works of this type are of elegant ladies in high fashion, either in town or at leisure by the sea where respectable society would promenade along sea fronts in towns like Boulogne.

The 1870s were a time of immense upheaval, with some artists challenging the hegemony of the art establishment and other artists working within its traditions. Duez can be seen to be in the middle of this ongoing struggle. The best example of the former is the rise of the Impressionist style led by Monet. The bright palette, absence of half tones, and broken brush strokes made famous by the Impressionists would never fully enter the visual language of Duez. Many artists would never abandon the traditional level of detail expected from a Salon picture, in this sense Duez has more in common with artists like James Tissot (1836-1902). He is undoubtedly influenced by many of the developments made in this period but it is more to artists such as Fantin-Latour, Manet and Tissot and their rigorous grounding in draughtsmanship and modelling in light and shade that Duez's paintings find their most relevant context.

Like many artists who followed the example of Manet rather than the Impressionists, Duez refused to cut ties with the Salon which he preferred to reform rather than overthrow or ignore. He demonstrated this by signing a petition in 1879 for its administrative reorganisation. The petition was accepted and from 1881, the Salon was managed entirely by the *Société des Artistes Français*. Duez received continued praise for his work throughout his career and became a much respected part of the establishment he had helped to reinvent. He was a member of the first Honourable Council of Ninety, which formed part of the *Société des Artistes Français*, as well as serving as a jury member for the Salon eight times. Duez later became involved with the *Société Nationale des Beaux-Arts*, formed in 1890 in order to challenge the *Société des Artistes Français*.

Tragically, in 1896 he fell off his bicycle in the forest of Saint-Germain and died, aged 55. Duez mastered many genres, including portraits, landscapes and still life, however, it is his depiction of the elegantes of the France of the Third Republic that will be his enduring legacy.





17 W

**ÉMILE BERNARD (FRENCH, 1868-1941)**

Irène

signed and dated 'Emile/ Bernard/ 1926' (upper right)

oil on canvas

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

**£6,000 - 8,000**

**€7,600 - 10,000**

**US\$9,400 - 13,000**

The sitter in the present lot, born in 1902, was the artist's daughter by his first wife, Hanenah, whom he met whilst living in Egypt during the 1890s. Disenchanted by the superficiality of modern Parisian life, Bernard left for Egypt in 1893, where he spent most of the next ten years. Like many other European avant-garde artists of his time, he was seduced by the idea of unspoiled antiquity, the exotic beauty of the people and the primitive life of the desert. He sought to capture this 'otherness' for a European audience.

In 1904, Bernard returned to Paris without Hanenah, taking with him their two children, Antoine and Irène. His marriage to Hanenah dissolved shortly thereafter. In 1922, Irène married the artist André

Maire (1898-1984), a pupil and friend of her father's. The present lot would have been executed whilst the young couple lived with Bernard in Venice, running a small gallery. The Egyptian garments and head scarf demonstrate Bernard's fascination with the Orient. He depicts Irène as serene, sensual and mysterious: the embodiment of the 'exotic' woman.

We are grateful to Mr Jean-Jacques Luthi for confirming the attribution to Emile Bernard on the basis of a photograph. The present lot features in his 2014 edition of the catalogue raisonné of the works of Emile Bernard, cat. no. 1208b.

**PROPERTY FROM A PRIVATE DUTCH COLLECTION**

18

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

Le Chemin de Méry

signed 'COROT' (lower left)

oil on canvas

43 x 62cm (16 15/16 x 24 7/16in).

£50,000 - 80,000

€63,000 - 100,000

US\$79,000 - 130,000

**Provenance**

with Galerie Alfred Daber, Paris

Bought by the grandfather of the present owner

Thence by descent

**Exhibited**

Paris, Galerie Alfred Daber, *Plaisir de la Peinture*, May-June 1957, no.6

We are grateful to Martin Dieterle and Claire Lebeau for confirming the authenticity of the present lot which will be included in the 6th supplement to the Corot Catalogue Raisonné.

The present lot is very similar to the slightly later work *Vue prise à Méry, près La Ferté-sous-Jouarre*, exhibited in the Salon of 1863. The viewpoint is the same, with the well worn path leading into the heart of the composition, populated by locals of the town of Méry, seen on the right. In this period Corot can be seen to be at the height of his powers, with his mastery of subtle lighting and his ability to convey atmosphere seen to full effect.







#### OTHER PROPERTIES

19 \* W

**HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)**

A path through trees

signed and dated 'H. Harpignies 95' (lower left)

oil on canvas

60 x 82cm (23 5/8 x 32 5/16in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

#### Provenance

Sale, Christie's London, 30 June 1910

Private collection, USA





20

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

Les Lavandières

signed and dated 'H. C. Delpy. 1901.' with artist's stamp on reverse

oil on panel

41.5 x 72cm (16 5/16 x 28 3/8in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000

**Provenance**

with Richard Green Fine Paintings, London

Private collection, UK



21 \* W

**ADOLPHE JOSEPH THOMAS MONTICELLI (FRENCH, 1824-1886)**

Fête sur les bords de l'Adriatique

signed 'Monticelli' (lower right)

oil on board

40 x 91cm (15 3/4 x 35 13/16in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400





22

**GUSTAVE-JEAN JACQUET (FRENCH, 1846-1909)**

An elegant bouquet  
signed and dated 'G Jacquet/86' (centre right)  
oil on canvas  
73.5 x 59.5cm (28 15/16 x 23 7/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000



23

**GUSTAVE DORÉ (FRENCH, 1832-1883)**

In a woodland  
signed and dated 'GDoré/1872' (lower right), bears inscription on a  
label attached to the reverse '1877/Presented to/VISs Combermere/  
by/gustave/Doré'  
pen and ink, charcoal, wash and bodycolour  
33 x 24cm (13 x 9 7/16in).

£7,000 - 10,000

€8,800 - 13,000

US\$11,000 - 16,000

**Provenance**

Viscountess Combermere, 1877  
with The Fine Art Society Ltd., London, June 1965, no.15663  
Private collection, UK



24

**ALPHONSE MUCHA (CZECH, 1860-1939)**

Réjouissances devant l'hôtel de ville pour la Venue des Souverains

Russes

signed 'Mucha' (lower right)

watercolour and bodycolour over pencil

26.5 x 37cm (10 7/16 x 14 9/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

**Provenance**

with Galerie Pieters, Brussels

Purchased by the present owner from the above, 2003

Sale, Sotheby's London, 27 June 2007, lot 20

Private collection, Belgium





25 W

**JOSÉ PINAZO MARTÍNEZ (SPANISH, 1879-1933)**

Portrait of the actress Luisa Puchol  
signed 'Pinazo Martinez' (lower right), inscribed 'propiedad del Sr.  
Pinazo' in pencil on stretcher  
oil on canvas  
100 x 73cm (39 3/8 x 28 3/4in).

**£10,000 - 15,000**

**€13,000 - 19,000**

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

**Provenance**

purchased directly at an exhibition of the artist's work in New York  
before 1928,(exact date unknown) by the grandfather of the owner;  
thence by direct descent  
Painted in 1917

Luisa Puchol was a Spanish actress born in Valencia on 16 June 1894. Her father, Antonio Puchol, was a stage director and musician, and her mother, Claudia Butier, was an actress. Luisa enjoyed some success particularly in the 1950s, where she appeared in films such as and 'La chica del barrio' (1956) and 'El aprendiz de malo' (1958). Married to Mariano Ozores Sr, their children Mariano, José Luis and Antonio were also actors and film directors, Antonio in particular was well known for his comic roles. Luisa died in Madrid in 1965. This portrait by José Pinazo Martínez was reproduced as the front cover *La Esfera* (The Sphere) on 1 September 1917; *La Esfera* was a weekly Spanish cultural magazine first published in January 1914.

José Pinazo Martínez was born in Rome in 1879 where his father, the prominent artist Ignacio Pinazo Camarlench (1849-1916) was working for two years before returning to Valencia. José trained at the School of Fine Arts of San Carlos de Valencia, and by 1895 he was exhibiting at the National Exhibition of Fine Arts. Like so many of his generation he travelled to Paris, Rome and London, winning a silver medal at The Universal Exhibition in Paris in 1900. On his return to Spain he settled in Madrid from where he sent works to many major exhibitions, winning medals in Zaragoza in 1908, Brussels in 1910 and Barcelona in 1911, and a gold medal at the national Exhibition of Fine Arts in 1915 for a work entitled *Floreal*.



26 AR

**LAUREANO (LAUREÀ) BARRAU BUÑOL (SPANISH, 1863-1957)**

The sunbather

signed and dated 'L. Barrau/1927' (lower right)

oil on canvas

77 x 84cm (30 5/16 x 33 1/16in).

£25,000 - 35,000

€32,000 - 44,000

US\$39,000 - 55,000



27 W

**CESARE MARIANI (ITALIAN, 1826-1901)**

Osteria del sole

signed and dated 'C Mariani 1876' (lower right)

oil on canvas

77 x 99.5cm (30 5/16 x 39 3/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

**Provenance**

with William Rodman & Co, Belfast

Private collection, UK





28

**FRANÇOIS BRUNERY (ITALIAN, 1849-1926)**

The Minuet

signed 'F. Brunery' (lower right)

oil on panel

54 x 65cm (21 1/4 x 25 9/16in).

£12,000 - 18,000

€15,000 - 23,000

US\$19,000 - 28,000

**Provenance**

Private collection, UK



29

**ANTONIO ERMOAO PAOLETTI (ITALIAN, 1834-1912)**

Flowers at your door  
signed and inscribed 'Antonio Paoletti fu Giov<sup>ni</sup>/Venezia (lower right)  
oil on canvas  
56 x 81cm (22 1/16 x 31 7/8in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

30

**ANTONIO ERMOAO PAOLETTI (ITALIAN, 1834-1912)**

The broken plate; Children fishing  
a pair, both signed 'Ant. Paoletti di Giovanna Venezia' (lower right)  
oil on canvas, each  
45 x 55.5cm (17 11/16 x 21 7/8in).  
(2)

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000









31

**RUBENS SANTORO (ITALIAN, 1859-1942)**

Gondola a Palazzo dei Piombi

signed 'Rubens Santoro' (lower left)

oil on canvas

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

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000



32

**THOMAS WILLIAM ROBERTS (AUSTRALIAN, 1856-1931)**

A view in the Italian Lakes

signed and dated 'Tom Roberts 13' (lower right)

oil on canvas laid down on panel

23.5 x 45cm (9 1/4 x 17 11/16in).

**£15,000 - 20,000**

**€19,000 - 25,000**

**US\$24,000 - 31,000**

**Provenance**

Private collection, Italy

Tom Roberts is known to have travelled in Italy before the outbreak of World War I. The present lot is a fine example of his *plein air* landscape painting that had made his name in Australia. Upon the outbreak of war in 1914, Roberts enlisted with Arthur Streeton and many of his artist colleagues from the Chelsea Arts Club, as an orderly at the 3rd London General Hospital in Wandsworth.

The mountains in the North of Italy he depicts in the present lot would see four years of some of the harshest fighting conditions of the war. Roberts would return to his native Melbourne in 1919 where he is acknowledged as a leading figure in the history of Australian art.

33

**EDWARD LEAR (BRITISH, 1812-1888)**

The Valley of Jehosaphat with Jerusalem beyond  
signed with monogram (lower right)  
watercolour and bodycolour  
9.5 x 19.5cm (3 3/4 x 7 11/16in).

**£25,000 - 35,000**

**€32,000 - 44,000**

**US\$39,000 - 55,000**

**Provenance**

Private collection, UK

Edward Lear travelled to Jerusalem from Corfu and arrived on 27 March 1858. His diary records his travels outside the walls of the city, 'We crossed the Kidron and went up the Mount of Olives - every step bringing fresh beauty to the city uprising behind' (Vivien Noakes, *Edward Lear 1812-1888*, Royal Academy of Arts, London, 1985, p.149).

Lear went on to camp for a week on the Mount of Olives making studies and preparatory drawings of the view of Jerusalem in April/May 1858 for a commission from Lady Waldegrave. He worked these up into many successful compositions such as *View of Jerusalem, 1858* (Tate Britain).

The present lot shows a view of the Valley of Jehosaphat, with Jerusalem on the left with Temple Mount just visible and Absalom's Pillar in the central middle distance. Lear was particularly interested in the light at dawn and evening, the simple colour scheme of gold, green and purple working to excellent effect. He wrote, 'just at sunrise the view of the city is most lovely...all gold and white beyond the dark fig and olive trees'. (Vivien Noakes, *The Painter Edward Lear*, David & Charles, London, 1991, p.72).







34

**EDWARD LEAR (BRITISH, 1812-1888)**

A view of Menton from across the bay  
signed with monogram (lower right)  
pencil, watercolour and bodycolour  
16.5 x 26cm (6 1/2 x 10 1/4in).

**£10,000 - 15,000**

**€13,000 - 19,000**

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

**Provenance**

Rev. J. Thornicroft  
Mrs Nigel Thornicroft [sic]  
with Spink, London, no. K3 8139  
Private collection, UK

Lear had moved to Nice in November 1864 where he began work on 240 of what he termed his 'Tyrants'. These were systematically worked up watercolours, taken from sketches and painted simultaneously in a production line method. They were sold relatively cheaply at around 10 guineas and although they are an achievement in terms of workload and inventiveness their varying quality and formulaic approach have been criticised.

After this herculean effort, Lear set out on foot and painted around the coast of the Corniche for a month, capturing the beautiful scenery of the coast from Nice to Menton. The present and following lot would seem to date from this time and show his focus on the detail in the middle distance with the rocky foregrounds left understated and the dramatic hills plunging into the Mediterranean.



35

**EDWARD LEAR (BRITISH, 1812-1888)**

A view of Menton

signed with monogram (lower left)

pencil, watercolour and bodycolour

16.5 x 26cm (6 1/2 x 10 1/4in).

**£10,000 - 15,000**

**€13,000 - 19,000**

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

**Provenance**

Rev. J. Thornicroft

Mrs Nigel Thornycroft [sic]

with Spink, London, no. K3 8139

Private collection, UK







36

**ROBERT TAYLOR PRITCHETT (BRITISH, 1823-1907)**

An album containing 41 watercolours from the artist's tour of Denmark and Norway most signed with monogram and some dated 1870 pencil and watercolour, most 11.5 x 16cm (4 1/2 x 6 1/2 in) album

**£3,000 - 5,000**

**€3,800 - 6,300**

**US\$4,700 - 7,900**

Pritchett is equally famous for his achievements as a watercolourist as his innovations in the field of small arms and munitions where he was employed by Enfield and is famous for inventing a hollow based bullet for the Enfield rifle. He was a varied artist, producing illustrations for *Punch* and many popular books and journals. He travelled widely from the 1860s to the 1880s, mostly in the regions covered in this album, which is most interesting for its revealing watercolours of Norway, a rare destination for tourists of this time. The facility with the brush is obvious in these quick understated watercolours, they also capture details of costume and uniform and even wider historical events such as troops returning from the Franco-Prussian war.

37

**LOUISE J. RAYNER (BRITISH, 1832-1924)**

The Old Edgar, Lower Bridge Street and Shipgate Street, Chester signed 'Louise Rayner' (lower right) watercolour 20 x 28cm (7 7/8 x 11in).

**£3,000 - 5,000**

**€3,800 - 6,300**

**US\$4,700 - 7,900**

The Old Edgar is situated at the corner of Lower Bridge Street and Shipgate Street in Chester. It is a 15th or 16th century timber framed building. The Bear and Billet is a spectacular timber framed building with a richly decorated façade, built in 1664 as the Chester town house of the Earl of Shrewsbury, to replace the previous building which was badly damaged by canon fire in the Civil War.

The Bridgegate, which arches over the street and forms part of the walls of Chester, was built in 1782 to replace a towered medieval gateway which was too narrow to cope with the traffic crossing the Old Dee Bridge towards Wales. The tall building beyond is Dee Mill, an old water-driven grain mill which was demolished in 1910. The spire of St Mary's without the Walls is visible on the skyline.



38

**MYLES BIRKET FOSTER, RWS (BRITISH, 1825-1899)**

On the Thames

signed with monogram (lower right)

watercolour heightened with bodycolour

20.5 x 42.5cm (8 1/16 x 16 3/4in).

**£4,000 - 6,000**

**€5,000 - 7,600**

**US\$6,300 - 9,400**

**Provenance**

Charles Alfred Swinburne, purchased from Rowney & Co. in 1871

(according to a label on the reverse)

with Thos. Agnew & Sons, Manchester, no.1987

with Gooden & Fox, London

with Chas. A. Jackson, Manchester, 1937

Private collection, UK





39

**MYLES BIRKET FOSTER, RWS (BRITISH 1825-1899)**

Watching the hunt

signed with monogram (lower left)

watercolour and bodycolour

22.5 x 35cm (8 7/8 x 13 3/4in).

£7,000 - 9,000

€8,800 - 11,000

US\$11,000 - 14,000



40

The following seven lots are by Helen Allingham. Helen Allingham's watercolours are more than just picturesque depictions of old England; they represent her concern over the future of the English countryside. In 1881, when the Allingham family moved to Sandhills near Godalming, the artist began to concentrate on painting cottages and farmhouses. Allingham was well aware of the growing interest generated by the likes of William Morris and John Ruskin, regarding the changes taking place across the country as a result of the Industrial Revolution.

Not only were they concerned about the future of important historic buildings but even the humble cottage. Both were at risk of being demolished as the demand for building land surged. Many of the buildings that form the subject of Allingham's work still stand, but perhaps more importantly her paintings remind us how many have disappeared without a trace. We are grateful to Annabel Watts for her assistance in preparing these catalogue entries.



40

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

Calling Kitty

signed 'H.Allingham' (lower left)

watercolour

31 x 22cm (12 3/16 x 8 11/16in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000

41

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

A Summer afternoon

signed 'H.Allingham' (lower left)

watercolour

37.5 x 53cm (14 3/4 x 20 7/8in).

£7,000 - 10,000

€8,800 - 13,000

US\$11,000 - 16,000





42

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

The Old Tucking Mill, Bridport

signed 'H. Allingham' (lower left) watercolour with scratching out  
25 x 34.5cm (9 13/16 x 13 9/16in).

**£2,000 - 3,000**

**€2,500 - 3,800**

**US\$3,100 - 4,700**

**Provenance**

Sale, Christie's London, 5 June 1930

with Frost & Reed Ltd., London, 23 September 1962, no. R2548

Private collection, UK

**Literature**

Edward Arnold, *The Cottage Homes of England*, 1909, p. 38

As discussed in Edward Arnold's *The Cottage Homes of England*, Allingham visited the area of Bridport, Dorset, on one of her painting trips. This thatched dairy was situated on the banks the River Asker. Allingham painted the present lot, as well as a similar watercolour of the back of the dairy. A fire destroyed the building in 1906.



43

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

Nestlers

signed 'H Allingham' (lower right)

watercolour with scratching out

21.5 x 17cm (8 7/16 x 6 11/16in).

**£3,000 - 5,000**

**€3,800 - 6,300**

**US\$4,700 - 7,900**

**Provenance**

Sale, Christie's London, 26 November 1910, lot 1, the Property of the late H G Crews Esq of Pendennis House with Frost & Reed Ltd., London, no.3859 with Frost & Reed Ltd., London, 28 September 1962, no.R2548 Private collection, UK

**Exhibited**

Manchester, City Art Gallery, *Royal Jubilee Exhibition*, 1887, no.1446



44

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

The Fiddler  
signed 'H.Allingham' (lower right)  
watercolour  
27 x 25cm (10 5/8 x 9 13/16in).

**£4,000 - 6,000**

**€5,000 - 7,600**

**US\$6,300 - 9,400**

Oliver's Cottage, which features in the present lot, once stood in Witley, Surrey and was the subject of one other watercolour by Helen Allingham. The building was demolished in October 1885.

**Provenance**

Marley PLC  
Sale, Christie's London, *The Marley Collection of Watercolours*, 19 September 1991, lot 13  
Sale, Bonhams London, 15 June 1994, lot 151  
Sale, Bonhams London, 9 March 2004, lot 90  
with Haynes Fine Art of Broadway  
Private collection, UK

**Exhibited**

London, The Fine Art Society, 'Surrey Cottages', 1886, no.46

**Literature**

I. Taylor, *Helen Allingham's England*, 1990 p.119  
Annabel Watts, *Helen Allingham's Cottage Homes Revisited*, 2002, p.71





45

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

Old Cottage Near Downton, Wiltshire

signed 'H. Allingham' (lower right)

watercolour with scratching out

31 x 43.5cm (12 3/16 x 17 1/8in).

**£5,000 - 7,000**

**€6,300 - 8,800**

**US\$7,900 - 11,000**

The landscape and thatched buildings of Downton, just south of Salisbury, formed the subjects of a number of watercolours by Helen Allingham. Wick Cottage survived until the 1960s when it caught fire and burnt down. The site is now occupied by a modern house.

**Provenance**

with The Fine Art Society, London, April 1913, no.54

with The Fine Art Society, London, February 1947

Sale, Bonhams London, 6 June 2006, lot 95

with Haynes Fine Art of Broadway

Private collection, UK



46

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

A Cottage at Freshwater Gate, Isle of Wight

signed 'H. Allingham' (lower right)

watercolour

23.5 x 25.5cm (9 1/4 x 10 1/16in).

**£4,000 - 6,000**

**€5,000 - 7,600**

**US\$6,300 - 9,400**

Close to completing a painting of this thatched cottage one Saturday afternoon, the artist planned to finish it on the Monday. On returning to the scene at the start of the week, she found the house had caught fire the previous night and was reduced to a heap of rubble.

A slightly different version of this view is reproduced in Marcus B. Huish, *Happy England*, London, 1904, colour plate 77.

**Provenance**

Sale, Bonhams London, 20 March 2007, lot 73  
with Haynes Fine Art of Broadway  
Private collection, UK



47

**HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)**

Cottage Scene on Isle of Wight

signed 'H. Allingham' (lower right)

watercolour

29.5 x 36.5cm (11 5/8 x 14 3/8in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

It was Freshwater's famous resident, Lord Tennyson, who pointed out many picturesque thatched buildings to Helen Allingham when she visited the island in the 1890s. He shared her concern for the future of these ancient buildings and was a great admirer of her work.

#### Provenance

with M Newman Ltd, 1947

Sale, Bonhams London, 8 June 2004, lot 81



48

**ARCHIBALD THORBURN (BRITISH, 1860-1935)**

Red Grouse beneath a burn bank

signed 'Archibald Thorburn' (lower right)

watercolour with bodycolour

53 x 74cm (20 7/8 x 29 1/8in).

£30,000 - 50,000

€38,000 - 63,000

US\$47,000 - 79,000

**Provenance**

Private collection, UK



49

**ARCHIBALD THORBURN (BRITISH, 1860-1935)**

Among the blooming heather

signed and dated 'Archibald Thorburn/1910' (lower left)

watercolour and bodycolour

*29.5 x 65cm (11 5/8 x 25 9/16in).*

**£30,000 - 50,000**

**€38,000 - 63,000**

**US\$47,000 - 79,000**

**Provenance**

with A. Baird Carter, London

with Frost & Reed Ltd., London

with The Morland Galleries Ltd., London

Private collection, UK







50

**ARCHIBALD THORBURN (BRITISH, 1860-1935)**

Pheasants

signed and dated 'A. Thorburn 1918.' (lower left)

watercolour

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

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000



51

**ARCHIBALD THORBURN (BRITISH, 1860-1935)**

A Teal

signed 'Archibald Thorburn' (lower left)

watercolour

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

£3,000 - 5,000

€3,800 - 6,300

US\$4,700 - 7,900





52

**FREDERIC WALKER (BRITISH, 1840-1875)**

At the sick man's door, an illustration to Thackeray's *Adventures of Philip* signed with initials (lower right) pen and ink, watercolour and bodycolour 18.5 x 13cm (7 5/16 x 5 1/8in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

**Provenance**

Sale, Christie's London, 10 February 1987, lot 55  
Sale, Christie's London, The Forbes Collection, 20 February 2003, lot 120  
Sale, Christie's London, 5 June 2006, lot 94  
Private collection, UK

**Exhibited**

Louisville, Kentucky, The JB Speed Art Museum  
New York, The Forbes Magazine Galleries  
Memphis, Tennessee, The Dixon Gallery and Gardens  
Birmingham, Alabama, Birmingham Art Museum  
Williamstown, Massachusetts, Sterling and Francine Clark Institute  
Naples, Florida, The Naples Fine Art Center Galleries  
Palm Beach, Florida, The Society of Four Arts  
Leeds, Leeds City Art Gallery, *Virtue Rewarded: Victorian paintings from the Forbes Magazine Collection*, 1988-90, no.34  
London, The Heatherley School of Fine Art, *The Heatherley School of Fine Art: 150th Anniversary Exhibition*, 1996, no.38

**Literature**

Christopher Newall, *The Art Market: English Book Illustration of the Nineteenth and Twentieth Centuries*, Apollo, no.307, September 1987, p.198, illustrated



53 W

**JOHN HAYNES-WILLIAMS (BRITISH, 1836-1908)**

The sermon

signed 'J. Haynes-Williams.' (lower right)

oil on canvas

78.5 x 127cm (30 7/8 x 50in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Exhibited**

London, Royal Academy, 1882, no.836



54 W

**MANNER OF JAMES POLLARD**

The Wokingham Stakes

bears a signature and date 'H. Alken 1822' (lower left)

oil on canvas

136 x 213cm (53 9/16 x 83 7/8in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

**Provenance**

Sale, Sotheby's London, 17 November 1971, lot 165, as by James Pollard





55 W

**CIRCLE OF SIR JOHN WATSON GORDON  
(SCOTTISH, 1788-1864)**

Portrait of John McArthur (1805-1864) of Inistrynich, Argyllshire,  
with his wife Susan and their son John, a view of the Clyde beyond  
oil on canvas

87 x 107cm (34 1/4 x 42 1/8in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Provenance**

Sale, Sotheby's London, 26 October 1988, lot 250



56 W

**SOPHIE ANDERSON (BRITISH, 1823-1903)**

Still life

signed 'Sophie Anderson 1863' (lower left)

oil on canvas

86.5 x 112cm (34 1/16 x 44 1/8in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Exhibited**

London, Royal Academy, 1863, no.536



57

**EDWARD LADELL (BRITISH, 1821-1886)**

Fruit & Still Life

signed with monogram and dated 'EL 63.' (lower left), inscribed with title,

signed and dated "'Fruit & Still Life"/Edw<sup>d</sup> Ladell./1863.' on reverse

oil on canvas

25.5 x 30.5cm (10 1/16 x 12in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

**Exhibited**

(probably) London, Royal Academy, 1863, no.492





58 W

**ROBERT ALEXANDER HILLINGFORD (BRITISH, 1828-1904)**

A ballad in the bay of Naples

signed and inscribed 'R. Hillingford ROMA' (to the boat)

oil on canvas laid down onto board

94.5 x 123.5cm (37 3/16 x 48 5/8in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Provenance**

Private collection, Norway



59 W

**JAMES WEBB (BRITISH, 1825-1895)**

Unloading the catch, off St. Helier

signed 'James Webb' (lower right)

oil on canvas

50.5 x 106.5cm (19 7/8 x 41 15/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

**Provenance**

with Royal Exchange Art Gallery, London

Private collection, UK

Fort Regent is visible in the far right background on top of the hill overlooking St. Helier. Work started on this fortification in 1806 during the Napoleonic wars. It was used as a garrison for British forces until the German invasion of 1940.



60

**CHARLES WELLINGTON FURSE, ARA (BRITISH, 1868-1904)**

Sketch of Field-Marshal Roberts' horse Saracen

oil on canvas

74 x 70cm (29 1/8 x 27 9/16in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Provenance**

Private collection, UK

The present lot is a study for *Field-Marshal Earl Roberts, KG, VC, OM* (Tate Gallery, London), an unfinished work which the artist worked on between 1893 and 1895. The 1st Earl Roberts (1832–1914) is depicted astride his bay horse Saracen, with colours borne by two Indian foot-soldiers to the left, and highland troops to the right.

The 1906 Burlington Fine Arts Club Memorial exhibition contained several studies for the present lot, all lent by the artist's widow; one of these was a study of Saracen (no.40) which may be the present lot.



Charles Wellington Furse, *Field-Marshal Earl Roberts*, 1893-5  
(Tate, London 2014)





61 W

**JAMES WEBB (BRITISH, 1825-1895)**

Ebrenbriesten on Rhine

oil on canvas

89 x 165cm (35 1/16 x 64 15/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

**Provenance**

with Thomas Agnew & Sons Ltd., London,

purchased circa 1975

Private collection, UK

**Exhibited**

London, The Royal Society of British Artists,

1865, no.204, sold for £210



62 W

**PHILIP EUSTACE STRETTON (BRITISH, 1863-1930)**

Calves under Hawthorn blossom

signed 'Philip E Stretton' (lower right)

oil on canvas

76.5 x 111cm (30 1/8 x 43 11/16in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000



63

**WALTER HUNT (BRITISH, 1861-1941)**

In the wrong box

signed and dated 'W HUNT 95' (lower right), signed and inscribed with title and artist's name and address on reverse oil on canvas

51 x 76.5cm (20 1/16 x 30 1/8in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000





64 W

**EDWIN THOMAS ROBERTS (BRITISH, 1840-1917)**

Storm in a teacup; The bashful suitor

a pair, each signed 'Edwin Roberts' (lower right),  
each bears signature and inscription on the reverse  
oil on canvas, each

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

together with a framed receipt for the pair of paintings, c.1914 (3)

£12,000 - 18,000

€15,000 - 23,000

US\$19,000 - 28,000



65 W

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

Good news

signed 'Heywood Hardy.' (lower left)

oil on canvas

64 x 94.5cm (25 3/16 x 37 3/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000



66

**EDMUND BLAIR LEIGHTON, ROI (BRITISH, 1852-1922)**

The gallant suitor  
signed with initials and dated 'E.B.L.90.' (lower left)  
oil on panel  
25 x 32.5cm (9 13/16 x 12 13/16in).

**£8,000 - 12,000**

**€10,000 - 15,000**

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

It is thought that Leighton would have painted the present lot in Norfolk, where he owned a house and spent the summer months. The river is likely to be the Waveney, which flows along the Suffolk border.

We are grateful to Kara Ross for her assistance in cataloguing this lot. It will be included in the forthcoming catalogue raisonné for the artist.





67

**JAMES HAYLLAR, RBA (BRITISH, 1829-1920)**

Close of play  
signed 'J. Hayllar' (lower right)

oil on canvas

55.5 x 43cm (21 7/8 x 16 15/16in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000



68 W

**FREDERICK GOODALL, RA (BRITISH, 1822-1904)**

The water carrier

signed with monogram and dated '1867.9' (strengthened, lower right)

oil on canvas

76.5 x 56.5cm (30 1/8 x 22 1/4in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000



69 W

**MAY C GOODHALL (BRITISH, ACTIVE 1887-1918)**

Preparing for the Festival

signed and dated 'May C Goodhall D 4 1893' (lower right), inscribed on remnants of label on stretcher '£60.6 - Preparing for the Festival/ An[cient] R[ome]'

oil on canvas

62.5 x 85cm (24 5/8 x 33 7/16in).

in a tabernacle frame

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000







70

**LUDWIG HEINRICH THEODOR (LOUIS) GURLITT  
(GERMAN, 1812-1897)**

Wooded landscape with huntsman and hounds, a view of  
Kronborg castle beyond  
signed with monogram and dated '1833' (lower left)  
oil on canvas  
*40 x 59.5cm (15 3/4 x 23 7/16in).*

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000



71

**GERMAN SCHOOL, 1902**

An Ottoman prince  
signed and dated 'Fürst/1902' (lower right)  
oil on canvas  
82 x 56cm (32 5/16 x 22 1/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000



72 \*

**EUGENE DE BLAAS (AUSTRIAN, 1843-1931)**

The flower seller

signed 'Eugene de Blaas' (upper right)

oil on canvas

58.5 x 35.5cm (23 1/16 x 14in).

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000

**Provenance**

Private collection, Australia





73

**THÉODORE GÉRARD (BELGIAN, 1829-1895)**

The little seamstress

signed and dated 'Theodore Gerard 1876' (lower right)

oil on panel

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

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000



74

**CORNELIS SPRINGER (DUTCH, 1817-1891)**

A sunlit town square with a cathedral in the distance  
 signed with monogram and indistinctly dated '46' (lower left)  
 oil on canvas  
 30.5 x 41.5cm (12 x 16 5/16in).

**£8,000 - 12,000**

**€10,000 - 15,000**

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

**Provenance**

Sale, Christie's London, 9 October 1970, lot 80  
 Sale, Sotheby's London, 26 February 1975, lot 206  
 Sale, Christie's Amsterdam, 24 October 2006, lot 32  
 Private collection, Netherlands



# **PROPERTY OF A DECEASED'S ESTATE**

75

**WILLEM KOEKKOEK (DUTCH, 1839-1895)**

View of Zutphen in the snow

signed 'W Koekkoek' (lower right)

oil on canvas

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

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 31,000

## **Provenance**

with E. Stacy-Marks, Ltd.





#### OTHER PROPERTIES

76 W

**HERMANUS KOEKKOEK THE ELDER (DUTCH, 1815-1882)**

Shipping on the Scheldt

signed 'H. Koekkoek' (lower left)

oil on canvas

62.5 x 94cm (24 5/8 x 37in).

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 31,000



77

**PHILIP LODEWIJK JACOB FREDERIK SADÉE (DUTCH, 1837-1904)**

Sorting the catch

signed 'Ph. Sadée. ft.' (lower right)

oil on canvas

50 x 76cm (19 11/16 x 29 15/16in).

**£10,000 - 15,000**

**€13,000 - 19,000**

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

**Provenance**

(possibly) Melville House sale, St Andrews, Fife, circa 1948

Private collection, UK



78

**ANTON MAUVE (DUTCH, 1838-1888)**

Horses and cart on a beach  
signed 'A Mauve' (lower right)  
oil on panel  
30.5 x 43.5cm (12 x 17 1/8in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

**Provenance**

with Thomas Agnew & Sons, London  
with Kraushaar Fine Art, New York  
Private collection, UK

Anton Mauve (1838-1888) was one of the outstanding masters of The Hague School. He started to paint in the open air in the village of Oosterbeek that was later called the *Dutch Barbizon*. He settled in The Hague in 1871, and married a cousin of Vincent van Gogh. The uncle of this painter was the owner of an important art gallery connected with Goupil in Paris, a firm that dealt not only in works of art but also in artistic reproductions. As a young boy Vincent van Gogh worked as a shop assistant at his uncle's, and in later years he returned to The Hague to become a pupil of Anton Mauve. By that time Anton Mauve was one of the leading artists of

The Hague School, and a member of the board of the Artists Society Pulchri Studio. Anton Mauve liked to sketch in the dunes, and on the beach of Scheveningen, where he observed the fishermen at work. He was famous for the silvery effect of his landscapes. This view of a cart with shrimps is related to other Scheveningen beach scenes in museum collections such as the Dordrecht Museum and The Hague Gemeentemuseum. English and Scottish collectors displayed a keen interest in Hague School paintings and watercolours, and in 1900 there was even a Holland Art Gallery in Regent Street.





79

**ANTON MAUVE (DUTCH, 1838-1888)**

A shady bank

signed 'A Mauve' (lower right)

oil on canvas

64.5 x 54cm (25 3/8 x 21 1/4in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Provenance**

Sale, Sotheby's London, 25 November 1981, lot 95

Private collection, UK



80 \*

**DAVID ADOLF CONSTANT ARTZ (DUTCH, 1837-1890)**

On the dunes

signed 'ARTZ.' (lower left)

oil on canvas

54 x 36.5cm (21 1/4 x 14 3/8in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000



81

**JACOB HENRICUS MARIS (DUTCH, 1837-1899)**

Afternoon sewing lesson

signed 'J. Maris' (lower right)

oil on canvas

27.5 x 22.5cm (10 13/16 x 8 7/8in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000





82

**FERDINAND HART NIBBRIG (DUTCH, 1866-1915)**

Sheep grazing amongst silver birches

signed 'HART NIBBRIG' (lower right)

oil on canvas

30.5 x 62cm (12 x 24 7/16in).

**£12,000 - 18,000**

**€15,000 - 23,000**

**US\$19,000 - 28,000**

**Provenance**

Private collection, Belgium



83 AR

**JAN ZOETELIEF TROMP (DUTCH, 1872-1947)**

Children on the beach

signed 'J. ZOETELIEF TROMP' (lower left)

oil on canvas

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

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000



84 W

**TOM (PETER THOMSEN) PETERSEN (DANISH, 1861-1926)**

An evening recital

signed and dated 'Tom P. 90.' (lower right)

oil on canvas

105 x 83.5cm (41 5/16 x 32 7/8in).

£3,000 - 5,000

€3,800 - 6,300

US\$4,700 - 7,900





85 \*

**CARL VILHELM HOLLSØE (DANISH, 1863-1935)**

The sunlit room

signed 'C Holsøe' (lower right)

oil on canvas

54 x 48cm (21 1/4 x 18 7/8in).

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000



86

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

By the river, Brøndbyvester

signed, inscribed and dated 'P Mønsted./Brøndbyvester.1922' (lower right)

oil on canvas

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

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Provenance**

Sale, Christie's London, 26 March 1999, lot 91

Private collection, UK





87

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

'Anemones' - A spring morning  
signed and dated 'P Mønsted. 1901' (lower right)

oil on canvas

48.2 x 35.5cm (19 x 14in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

**Provenance**

with Burlington Paintings, London

Private collection, UK





John William Waterhouse, *Cleopatra*, colour gravure.

88 W

**CIRCLE OF JOHN WILLIAM WATERHOUSE, RA, RI  
(BRITISH, 1849-1917)**

A classical lady, seated on a leopard skin rug  
oil on canvas  
142 x 112cm (55 7/8 x 44 1/8in).  
unframed

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

The present painting may have been created in the same milieu as John William Waterhouse's unlocated *An Herodian*. The latter was definitely exhibited at the Royal Birmingham Society of Artists in the autumn of 1881 (no. 264), and was priced there at £130, a considerable sum for the then 32 year-old artist. In general, pricing was scaled according to size early in Waterhouse's career, so this aligns neatly with his asking £120 for the equally large *A Summer's Day in Greece*, exhibited the same autumn in Liverpool.

To make sense of this possibility, we must consider other paintings of the period. Waterhouse exhibited at least two paintings titled *Dolce far Niente* (*Sweet Idleness*) in 1879 and 1880. Like the present lot, both paintings depict a single woman at rest doing nothing, and the larger 1880 version (Kirkcaldy Museum & Art Gallery) depicts the skin of a wild cat on the sofa, as with the present lot. The model in the 1880 version holds a peacock feather fan similar to the one here. The women in both *Dolce far Niente* versions are Italian in the manner of Waterhouse's hero, the Dutch-born, London-based artist Sir Lawrence Alma-Tadema, OM, RA (1836-1912): more exotic in profile and hair texture than the average late 19th-century Englishwoman, but not too exotic. (The same can be said of Waterhouse's models in *A Summer's Day in Greece* and also *Diogenes* of 1882.)

The same seems to be true of another unlocated Waterhouse painting, *La Favorita*, which measures 54 x 42 inches, a similar size to the present lot, and which the artist presented at the Royal Academy's summer exhibition in 1879. In Academy Notes, this was described as 'A large figure subject...a girl in blue and maize dress, very forcibly painted.' This description was accompanied by a line engraving of *La Favorita* (on page 64) that shows a classically garbed young woman leaning back on a sofa, one shoulder exposed, with her feet resting on a cat's skin rug. In the background are Waterhouse's characteristic heavy draperies parted, and there is a characteristic tripod at her side.

From the early 1880s onward (right about when *An Herodian* was exhibited), Waterhouse became more interested in swarthier female models, a trend that emerged full-blown in 1884 with *Consulting the Oracle* and concluded with *Cleopatra* (1888). These women have olive-toned skin and

jet-black hair, prominent red lips, and dark eyes—similar to the present painting. Pre-eminent in this genre is *Mariamne* of 1887, a picture especially relevant because this doomed queen was the second wife of Herod the Great.

It is a matter of speculation today what the word 'Herodian' would have connoted to British exhibition-goers in the early 1880s, but we can guess their minds would have gone right to Mariamne (the heroine of an 1815 poem by Lord Byron, among other works of literature about her) and also to the fashionable theatre productions staged in classical garb in London around this time. We know Waterhouse was fascinated by this trend in performance, since he published *At a Greek Play* as a lithograph in a June 1881 issue of *The Illustrated London News*. There again we see a classical beauty seated holding a peacock feather fan.

A close inspection of the present model's face shows that her eyes and lips resemble, in various degrees and in technical handling, the faces of Waterhouse's *Lady of Shalott* (1888) and *Circe Offering the Cup to Odysseus* (1891). The jewellery she wears does not resemble any Waterhouse paintings other than *Cleopatra*. (Even then, the ornaments seen here are more luxurious, though this may be a function of wanting to evoke a heightened sense of ancient Middle Eastern luxury). The specificity and opulence of the mother-of-pearl-inlaid furniture here certainly evoke that in the 1880 *Dolce far Niente*.

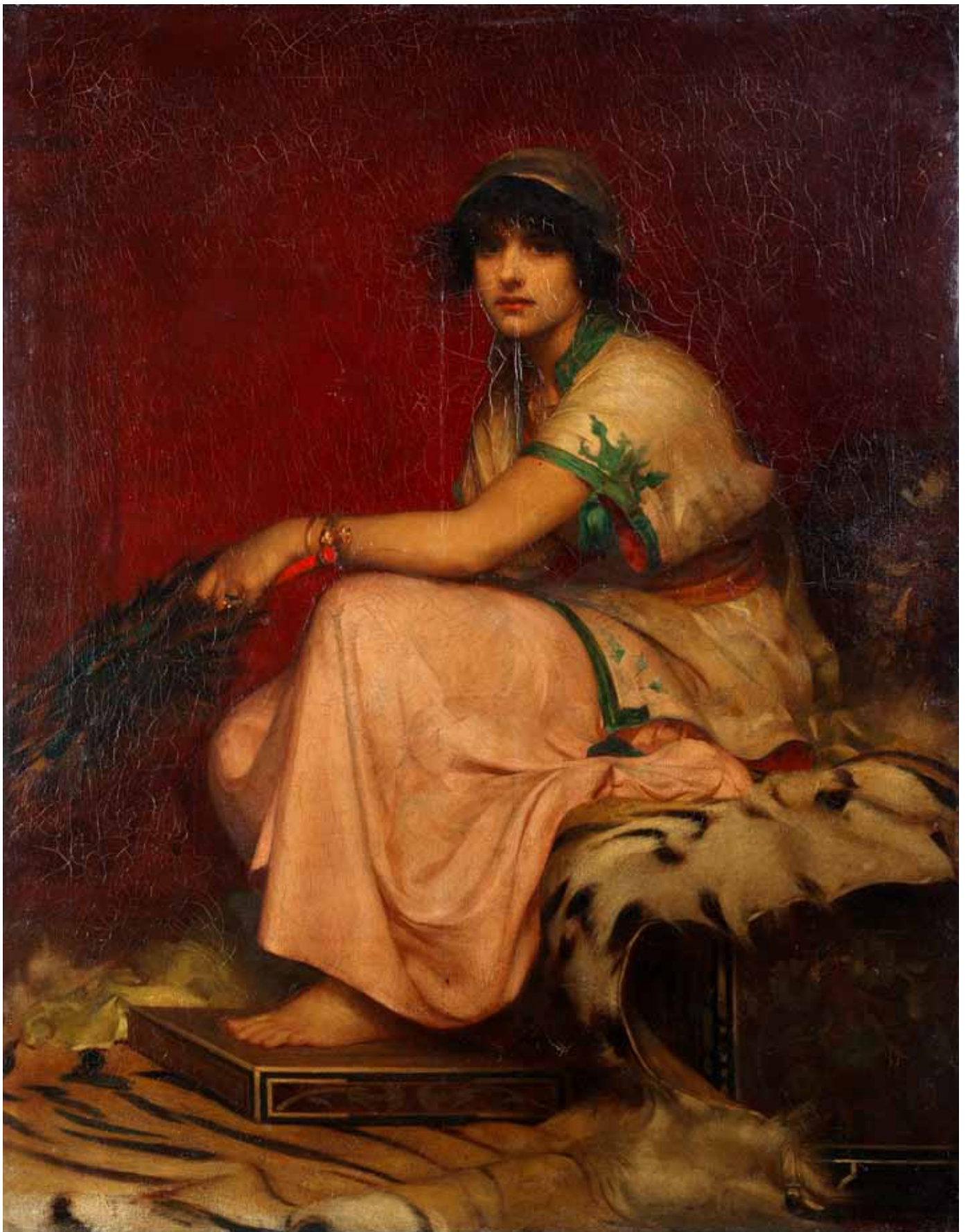
It does seem odd that so large and finished a painting would be unsigned, considering that Waterhouse and his peers generally signed their major pictures of this period; it may be that the green edging on the gown here was added by a later hand to create a Chinese effect.

**Literature**

Anthony Hobson, *The Art and Life of J W Waterhouse RA 1849-1917*, 1980, p. 181, cat. 46

Peter Trippi, *J W Waterhouse*, London, 2002, p.82

We are grateful to Peter Trippi, Waterhouse's biographer, for his assistance in cataloguing this lot.



89 W

**JOHN CALLCOTT HORSLEY, RA (BRITISH, 1817-1903)**

Carnival Time

signed and dated 'J.C.Horsley-69-' (lower left)

oil on canvas

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

£30,000 - 50,000

€38,000 - 63,000

US\$47,000 - 79,000

**Provenance**

Private collection, Italy

**Exhibited**

Cremona, Italy, *Celebrazione Bicentenario Stradivariano*, 1.<sup>A</sup> Fiera Nazionale Dell'800, May-October 1937

John Callcott Horsley enjoyed a long and successful career as a painter of historical genre and Victorian life. The nephew of Sir Augustus Wall Callcott, RA (1799-1884), Horsley studied at the RA Schools, and exhibited his first work at the Academy aged just 22, and he continued to exhibit until 1896, becoming rector of the RA in 1875. His early exhibited pictures were portraits and historical paintings influenced by the Dutch 17th-Century masters.

By the 1850s, Horsley turned to more contemporary subjects, upholding the traditions of genre painting evident in the work of Victorian masters such as William Powell Frith, RA (1819-1909). Horsley was a member of the Cranbrook Colony, a group of artists, led by Thomas Webster, RA (1800-1886), who were inspired by the work of Sir David Wilkie, RA (1785-1841), and set out to paint unsentimental depictions of country life.

Known amongst the art establishment as something of a prude, Horsley's objection to the use of nude models led to *Punch* giving him the sobriquet of 'Mr J. C(lothes) Horsley' and, according to some contemporary critics, lending a certain stiffness to his female figures.

The present lot is an exceptional example of Horsley's society painting; keenly observed with a great attention to the detail of the reveller's costumes, the artist has also painted a social narrative, the eyes of the elegant female figure drawn to the huddled girl, whose basket of flowers has been upturned and trampled upon in the melee. In an interesting touch of self-reference, the poster advertises 'Horsley's Bal Masqué'.







90

**SIR WILLIAM BLAKE RICHMOND, RA (BRITISH, 1842-1921)**

Portrait of Maude Sarah Verney, wife of Frederick Verney

half length, in profile

oil on canvas

61.5 x 51.5cm (24 3/16 x 20 1/4in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Provenance**

By descent through the Verney family

**Exhibited**

London, Royal Academy, 1895, no.145 as *Mrs Frederick Verney*

**Literature**

Simon Reynolds, *William Blake Richmond, An artist's Life 1842-1921*, Norwich, 1995, p.265





91 AR

**ELEANOR FORTESCUE-BRICKDALE, RWS**  
**(BRITISH, 1872-1945)**

Joan of Arc

signed with initials 'E F B' (lower right)

watercolour with scratching out heightened with bodycolour

42 x 24cm (16 9/16 x 9 7/16in).overall

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400





Frederick Sandys, *Portrait of Anthony Sands, the Artist's Father*, 1850 (Birmingham Museums Trust)

92

# **ATTRIBUTED TO ANTHONY SANDYS (BRITISH, 1806-1883)**

Self-portrait of the artist

oil on board

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

£7,000 - 9,000

€8,800 - 11,000

US\$11,000 - 14,000

## **Provenance**

Purchased during the 1960s by the current owner's mother from a house sale at Wansford near Peterborough

Thence by descent

## **Literature**

Betty Elzea, *Frederick Sandys 1829-1904, A Catalogue Raisonné*, 2001, with images and descriptions of portraits by Frederick Sandys of his father Anthony: nos. 1.A.10, 1.A.45-47 and 1.A.165 (previously thought to be of John Joseph Cotman but now considered by Betty Elzea to be of Anthony Sandys).

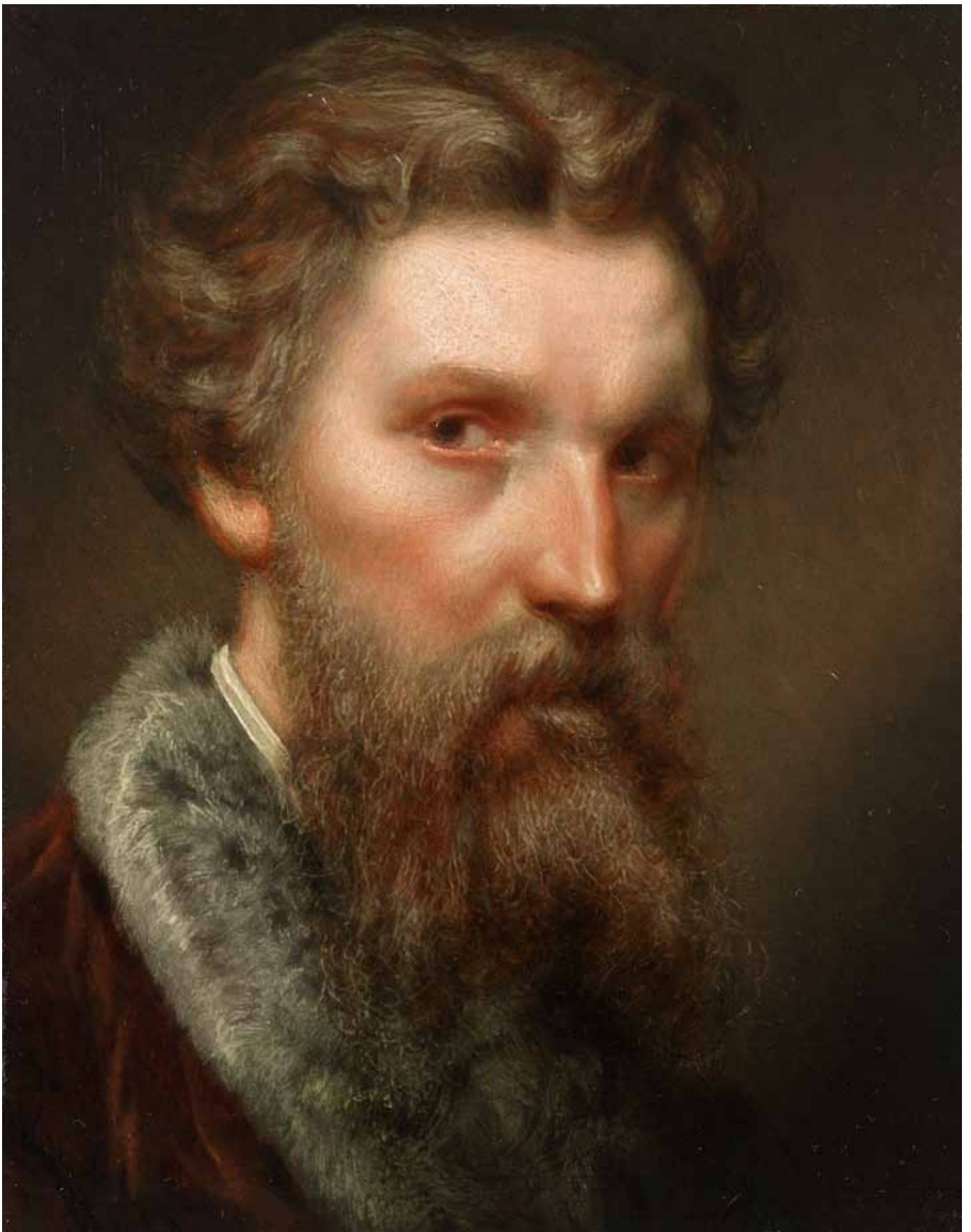
According to Betty Elzea, this striking portrait is of Anthony Sandys and is almost certainly a self-portrait. Although later eclipsed by his remarkably gifted son and pupil Anthony Frederick Augustus, better known as Frederick Sandys (1829-1904), Anthony was nevertheless a capable portrait painter. Born and baptised in the Norfolk village of Hindringham, near Norwich in 1804 he initially worked as a dyer in Norwich's textile industry before becoming an artist. Predominantly self taught, he painted portraits, fancy pictures and a number of landscapes which he often sold in local pubs. On 22nd December 1828, when he was twenty four, he married Mary Ann Browne (1809-83) at Lakenham, after which they settled in nearby Norwich. They had two children, firstly Frederick followed by Mary Ann Emma, known as Emma (1843-77) who, like her father and much older brother, became an artist specialising in portraits and medieval or literary female heads. Growing up within a happy and united family, Frederick and Emma received their first drawing lessons from their father who in particular was keen to promote and encourage his son's precocious artistic talent. Ever flamboyant, in 1853 the family changed their name from Sands to Sandys (incorrectly implying a connection with an ancient Cumbrian family) and on occasion Anthony referred to both himself and his son as Antonio.

A number of self-portraits by Anthony Sandys are known, some of which belong to Norfolk Museum Services. The earliest, dated 1838, shows him from three different angles and clean-shaven while another painted in circa 1850, features him holding a hat and already sporting a beard as here. A further oil, titled *Meditation* and almost

certainly a self-portrait, was executed in old age showing him as a grey haired man wearing a jacket with a fur trimmed collar as here. Anthony's likeness was also captured on a number of occasions by his son Frederick, for instance in a chalk drawing of circa 1850, now owned by Birmingham Museums and Art Gallery and in two other oils of the same date. In each instance those portraits, like this, capture Anthony's distinctive features, notably his slightly elongated face, aquiline nose and thick mop of auburn hair. Here his hair and beard are beginning to show flecks of grey, which would date this portrait to the circa 1860 when Anthony Sandys was in his mid fifties.

All the evidence suggests that the oil is indeed a self-portrait by Anthony Sandys. Certainly it is typical of the artist's style, especially the use of strong chiaroscuro, the predominance of browns and ochres that characterised his palette and the placing of the head and shoulders against a plain background. When the portrait was acquired during the 1960s at a house sale at Wansford near Peterborough, it is believed that the collection also included a number of works by Frederick Sandys. This may explain why a label verso erroneously notes that it was a self-portrait by Frederick rather than Anthony Sandys. Despite this anomaly it can be assured that the oil is a portrait of Anthony, that it is almost certainly by his hand and in Betty Elzea's opinion, it is one of the finest portraits that she has ever seen of Frederick Sandys's father.

We are grateful to Alice Munro-Faure for her assistance in cataloguing this lot.





Jane Morris  
(William Morris Gallery, London Borough of Waltham Forest)

93 \*

**DANTE GABRIEL ROSSETTI (BRITISH, 1828-1882)**

Portrait of Jane Morris

signed with monogram and dated 'January/1873' (lower right)

pen and brown ink

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

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000

**Provenance**

Sarah Schott, better known as Fanny Cornforth;

John Hudson and Olivia Poole, California

**Exhibited**

The Rossetti Gallery, 1a Old Bond Street, London, 'Pictures, Drawings, Designs and Studies by the late Dante Gabriel Rossetti', 1883, no.24, titled *Mrs. William Morris*.

**Literature**

Virginia Surtees, *The Paintings and Drawings of Dante Gabriel Rossetti (1828-1882): A Catalogue Raisonné*, 1971, vol.I, p.179, cat. no. 394, noting that the whereabouts of the portrait was unknown.





With her voluptuous lips, penetrating grey eyes, strong bone structure and crown of rippling dark hair, Jane Morris became the embodiment of Pre-Raphaelite beauty whose striking features shine out from many of Rossetti's more important works of art. Among them can be cited *La Donna Della Fiamma* (1870; Manchester City Art Gallery), *Mariana* (1870; Aberdeen Art Gallery and Museums), *Proserpine* (1874; Tate, London) and *La Donna Della Finestra* (1879; Fogg Museum of Art, Harvard University). Jane née Burden (1839-1914), known to her friends and family as Janey, is best remembered as the wife of William Morris who became Rossetti's muse and lover and modelled for him as well as others within the Pre-Raphaelite circle; in her own right she was also an accomplished linguist, musician and a renowned embroiderer within the Arts and Crafts movement who took an active role in the family business of Morris and Co. She was born in Oxford on 19th October 1839 where her father Robert Burden worked as a stableman and her mother Ann née Maizey as a laundress. According to William Michael Rossetti, his brother first spotted Jane at a theatre in Oxford in late September or early October 1857 whilst he and his friends Burne-Jones, Morris and others were working on the Oxford Union murals. Struck by her singular beauty they persuaded Jane to model for them. At first she sat almost exclusively for Rossetti, appearing as the model for Queen Guinevere in *Sir Launcelot in the Queen's Chamber* (1857, pen and ink; Birmingham City Museum and Art Gallery) and soon after for Princess Sabra in his watercolour *The Wedding of St. George and the Princess Sabra* (1857; Tate, London). Jane subsequently sat for Morris's only completed painting *La Belle Iseult* (1858; Tate, London). By the time of its completion he had fallen in love and in April 1859 they married; however only a few years later, following the birth of their two daughters Jane Alice, known as Jenny (1861-1935) and May (1862-1938), their marriage began showing signs of mutual estrangement. In 1865 Jane posed for a series of photographs taken at Rossetti's home at Cheyne Walk although their love was probably not consummated until 1866 or 1867. By then Rossetti had developed an overwhelming passion for Jane as expressed in his 1867 watercolour *Sir Tristram and La Belle Iseult Drinking the Love Potion* (Cecil Higgins Art Gallery, Bedford).

Like his brother, William Michael Rossetti was captivated by Jane Morris's beauty whose face he described as 'at once tragic, mystic, passionate, calm, beautiful, and gracious – a face for a sculptor, and a face for a painter – a face solitary in England, and not at all like that of an Englishwoman, but rather of an Ionian Greek' (William Michael Rossetti, *Dante Gabriel Rossetti, His Family Letters with a Memoir*, vol.I, 1895, p.199). This poignant drawing of Jane, which captures all of those traits, was executed in January 1873, almost certainly at Kelmscott Manor, a grand Thames-side Cotswold residence of which Morris and Rossetti became joint tenants in June 1871. Morris considered Kelmscott Manor the 'loveliest haunt of ancient peace' and a refuge away from the pressures of London while for Jane it was a place where she could spend time with Rossetti. Whilst there in 1873, Rossetti made a number of studies of Jane of which the present example encapsulates their intimacy and the artist's virtuosity as a draughtsman. Other of his pen and ink portraits of Jane from the same year include one dated 'Feb: 1873' (Rossetti's studio sale, May 1883, lot 75; Surtees no.395), another simply dated 1873, originally owned by Sir Edmund and Lady Gosse (Surtees no.396) as well as a third dated 'Xmas '73', which he gave to the sitter and is now owned by The Society of Antiquaries at Kelmscott Manor (Surtees no.397).

When Rossetti died at Birchington-on-Sea in Kent on 9th April 1882, the nation mourned the loss of one of its greatest masters. The following year two official exhibitions were staged commemorating his contributions to the arts; one was held at the Royal Academy and the other at Burlington Fine Arts Club. In May 1883, soon after the latter two shows, Rossetti's former housekeeper, model and mistress Fanny Cornforth (1835-c.1906) and her husband John Bernard Schott (1837–91) staged their own exhibition at 1a Old Bond Street at what was known as the Rossetti Gallery, where the present lot was first shown to the public. Fanny Cornforth, who was born Sarah Cox, was yet another Pre-Raphaelite stunner who modelled for a number within the circle. With her thick golden hair and features echoing those of

Jane Morris, she sat for a number of Rossetti's finest works such as *Aurelia* (*Fazio's Mistress*) (1863-73; Tate, London), *The Blue Bower* (1865; Barber Institute of Fine Arts, University of Birmingham) and *Lady Lilith* (1866-68; Bancroft collection, Delaware Art Museum). When in 1860 Rossetti married Lizzie Siddal, Fanny decided to marry Timothy Hughes, an engineer and part-time fellow model; after his death she then went on to marry John Schott, who at various times described himself as a publican, licensed victualler, house keeper and even inventor. Despite her marriages Fanny continued to love Rossetti, for whom she ostensibly served as his housekeeper at Cheyne Walk and cared for during various illnesses. In return he gave her money as well as a number of his works of art, taking care to certify that she was the rightful owner in anticipation that there might be disputes after his death. A select number were then put up for sale by Fanny and her husband at the Rossetti Gallery while others were subsequently sold to the American collector Samuel Bancroft jnr., the dealer and artist Charles Fairfax Murray and others.

Although the exhibition at the Rossetti Gallery was relatively small, the quality was strong. In addition to the present gem it included portraits of the poets Robert Browning and Algernon Charles Swinburne (both now in the Fitzwilliam Museum, Cambridge), another of the art collector Frederick Richard Leyland (1879; Bancroft collection, Wilmington Society of Fine Arts, Delaware) as well as two very fine self-portraits (National Portrait Gallery and Birmingham City Museum and Art Gallery). Also on view were at least two chalk portraits of Fanny Cornforth and two further studies of her for the head of the woman in *Found* and for *Woman Combing her Hair* (all four Birmingham City Museum and Art Gallery) as well as a number of subject pictures including a watercolour version of *The Return of Tibullus to Delia* (private collection) and an unfinished sketch for *Giotto Painting the Portrait of Dante* (Fogg Museum of Art, Harvard University).

The records remain mute as to what happened to the present portrait after it was shown at the Rossetti Gallery and even when Virginia Surtees published her Rossetti Catalogue Raisonné in 1971, the location of Jane Morris's likeness was unknown. Its recent reappearance is therefore a significant rediscovery since we now know that during the last century it was owned by the American collectors John Hudson and his wife Olivia Poole and has remained in their family until now. John Hudson Poole (1917-2003), son of Col. John Hudson Poole (1878-1940) and Caroline née Boeing (1884-1932), sister of the airline founder William Boeing, enjoyed a fascinating and varied career. It began when, aged sixteen, he ran live broadcasts. Later he worked as a tuna fisherman, navigator and merchant seaman and having trained as a radio engineer he became a radio operator before playing a major role in the founding of nine radio and four television stations. During WWII he served as a Lieutenant in the US Army Air Corps and then worked with the RAF in England, where he helped develop early military radar. While in England he met Olivia de Reya whom he married in 1943 in the remains of a bombed London chapel, after which she became the first WWII European bride to return to America with her GI husband. From the late 1960s, following the sale of his media interests, John Hudson and Olivia Poole successfully developed a winery venture in Temecula, California which was continued by their son. Although the family are uncertain as to when or where the present portrait was acquired it is interesting to note that Col. J. H. Poole and his wife once owned a signed first edition of Rossetti's prose fiction *Hand and Soul*. Furthermore another study of Jane Morris seated (c.1870, 8 x 6 1/8 in, black chalk; Surtees no.390) was once owned by Dr. Allyn Cilley Poole (1860-1939) of Cincinnati; he then gave the drawing to his sister Miss Emily Poole (b.1876) who in 1953 presented it to the Cincinnati Art Museum. Whilst the exact relationship between Dr. Allyn Poole and John Hudson and Olivia Poole is uncertain, it is significant that each shared an appreciation for Rossetti's work and in particular singled out two of his finest portraits of his muse, lover and friend – the beautiful Jane Morris.

We are grateful to Alice Munro-Faure for her assistance in cataloguing this lot.





94

**SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS  
(BRITISH, 1833-1898)**

A classical maiden pouring water from an urn  
signed with initials and dated '1897' (lower left)  
gouache on painted paper  
35 x 24.5cm (13 3/4 x 9 5/8in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

An old label stuck to the backing board states that this drawing was a gift from the artist to their mother and that she, the mother, had modelled for the artist on many occasions. One possibility is that the writer was Bessie Keene, a professional model who posed for many artists of the day, as did her mother before her. Graham Robertson, who knew her well, wrote of her in his reminiscences, *Time Was* (1931), 'Burne-Jones used Bessie's face much in his later work – she succeeded her mother as chief "angel" and "nymph" – and he

produced one beautiful portrait of her; actually a portrait though he called the picture *Vespertina Quies* (1893, Tate Britain). A devout Roman Catholic with a great sense of humour, Bessie later emigrated to America, dying in Los Angeles c.1944. Burne-Jones produced numerous sketches of this type towards the end of his life, which he sold to maintain a living as his larger works had somewhat fallen out of favour. These late drawings, which are often on coloured paper, tend to have general and rather whimsical themes, not specific subjects.





The present lot displayed in Millais' studio, 31 March 1882

95 \* W

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

Portrait of Lucy Stern

signed with monogram and dated 1882 (lower right)

oil on canvas

126 x 85cm (49 5/8 x 33 7/16in).

**£80,000 - 120,000**

**€100,000 - 150,000**

**US\$130,000 - 190,000**

**Provenance**

The family of the sitter

Thence by direct descent to the present owner

Private collection, South Africa

**Exhibited**

London, Royal Academy, 1882, no. 29

London, Grosvenor Gallery, 1886, no. 90

London, Royal Academy, 1898, no. 42





Sir John Everett Millais PRA, *Mrs Bischoffsheim*, 1873  
(Tate, London)

Sir John Everett Millais's position as the leading portraitist of the day was secure by the time he exhibited the present lot at the Royal Academy Summer Exhibition of 1882. From the mid 1850s he had been moving away from his purely Pre-Raphaelite technique of painting in great detail on a wet white ground, and by the early 1880s he had developed a broader technique in the tradition of Reynolds. These were the years of his great portraits of Disraeli, Gladstone, Cardinal Newman and Tennyson. The stature of these sitters illustrates how Millais was the portraitist of choice for the Victorian establishment, just as the present lot illustrates the artist's popularity among the rising plutocracy of bankers, industrialists and professionals, as well as the more traditional aristocracy. During this period, Millais was earning over £30,000 per annum, an income underpinned by portraiture. This was a huge sum for the day, though with a large family and household to support, one which was necessary.

Mrs. James Stern, née Lucy Biedermann, was the daughter of Joseph Biedermann, who was court jeweller to the Hapsburgs in Vienna. She married the banker James Julius Stern in 1871. Lucy's sister Clarissa Bischoffsheim had sat for Millais in 1872-3; the resulting portrait was shown at the Royal Academy in 1873 (no. 228) and is now in the collection of the Tate Gallery.

The two works have a lot in common: the subjects are portrayed in three quarter length, holding silk gloves and a fan; the attention given to the lacework of the dresses and jewellery, and the subtle decorative backgrounds (identified as an Aubusson tapestry in the present lot, according to a contemporary review in *The Athenaeum*) are very similar and speak of two society hostesses who were both leading figures in London society, and in particular the Jewish community. The slightly haughty expression of Mrs. Bischoffsheim is not present in Mrs. Stern, her soft expression being complimented by the light Rococo style backdrop. She is shown in a relaxed informal pose, comfortable in her privileged but understated surroundings. The artist was known to be particularly proud of both portraits and they were highly praised when exhibited at the Royal Academy.

In his biography of his father, John Guille Millais wrote that the artist considered this "the best portrait of a lady he had ever painted, except, perhaps, that of Mrs Bischoffsheim". A letter from James Stern to the biographer gives an interesting perspective into Millais' technique, his strong attention to detail showing his Pre-Raphaelite grounding. Stern wrote, "Mrs Stern has the most pleasant recollections of her sittings to your father. When he began to paint her portrait he asked her if she would give him as many sittings as he wanted, as he wished to finish her picture like a miniature. Mrs Stern answered that she would be delighted to do so, and he actually painted the face through a magnifying glass" (John Guille Millais, *The Life and Letters of Sir John Everett Millais*, 1899, volume II, pp.160-161).

The nostalgic fashion for all things 18th century was widespread in late Victorian Britain and it is one which Millais explored widely in his portraiture, through costume and the settings for his sitters. This linked in with the growing influence of Sir Joshua Reynolds PRA FRS FRSA (1723-1792) and Thomas Gainsborough FRSA (1727-1788) on the mature Millais, both artists who turned to portraiture more and more as their careers progressed. In Millais's society portraits his looser handling of the paint contrasts with a greater attention to certain fine details of costume and other symbols of fashion, taste and wealth. The detail he affords the dress, fan and pearls would have been important details for Mrs. Stern and his other sitters whose social identity would have been linked with their portraits, especially after exhibition at the Royal Academy.

We are grateful to Dr Malcolm Warner for his assistance in cataloguing this lot.





96

**SIR EDWARD JOHN POYNTER, PRA, RWS (1836-1919)**

The Peacock Fan: Portrait of Elizabeth Courtauld  
signed with monogram and dated '1871' (lower left)  
watercolour

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

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000

**Provenance**

Louis Courtauld Esq., 3 Northumberland Mansions, Putney,  
according to an exhibition label on the reverse  
Mr Herbert Powell, Pilgrim Wood, according to a label on the reverse  
Private collection, UK

Elizabeth Courtauld, nee Robinson, (1841-1912) was the wife of Louis Courtauld, who was listed as the owner of the work when it was exhibited at the British Fine Art exhibition.

**Exhibited**

British Fine Art Exhibition, date unknown

**JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)**

Yew Court, Scalby by Twilight

signed and dated '1877+/ Atkinson Grimshaw' (lower right)

oil on board

36 x 51cm (14 3/16 x 20 1/16in).

**£70,000 - 100,000**

**€88,000 - 130,000**

**US\$110,000 - 160,000**

**Provenance**

Private collection, UK

**Literature**

Alexander Robertson, *Atkinson Grimshaw*, London, 1988, p.62

Ed. by Jane Sellers *Atkinson Grimshaw, Painter of Moonlight*, 2011, p.22

A similar version of this painting is in the Scarborough Museum Trust Collection entitled *Yew Court, Scalby, Near Scarborough*, 1875, and a further version, *The Old Gates, Yew Court, Scalby, near Scarborough*, 1874, is in a private collection.

Close to Scarborough the small village of Scalby was popular with Grimshaw who would often drive over there in his pony and trap to visit the family who lived at Yew Court. It was in the garden here that he painted the figure picture *The Rector's Garden: Queen of the Lilies*

(Preston Harris Museum and Art Gallery). Several versions of this Scalby house subject exist, one is in the Scarborough Art Gallery and another once belonged to the artist's local patron, the brewer Samuel Jarvis.

What makes this particular work stand out is the quality of the light. Always a feature of Grimshaw's pictures, here it is especially striking producing the mood of a cool clear evening glow, a sort of translucent film over the whole surface.

We are grateful to Alex Robertson for his assistance in cataloguing this lot and confirming the authenticity after first hand inspection.







98

**JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)**

St. Ann's Square, Manchester  
 signed and numbered 'Atkinson Grimshaw/F.6' (lower right),  
 also signed, inscribed 'MANCHESTER. St. Ann's Square'  
 and numbered on reverse  
 oil with sand on a photographic base, laid onto canvas  
 30.5 x 46cm (12 x 18 1/8in).

**£4,000 - 6,000**

**€5,000 - 7,600**

**US\$6,300 - 9,400**

In his last years Grimshaw produced a small number of paintings where the paint was applied over a photographic base. During the early years he had used photographs as an aide-memoire for his close examination of landscapes during his brief Pre-Raphaelite period. For a time he belonged to the Leeds Photographic Society but in later years it was his sons Arthur and Louis who were members.

In this Manchester scene the ghostly photographic images of the buildings is especially visible under the row of shops to the right of centre. Quite why the artist chose to use this method is unknown except perhaps as a quicker way to execute a body of work; however, examples are few in number.

We are grateful to Alex Robertson for his help in cataloguing this lot and confirming the authenticity after first hand inspection.



99

**JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)**

Hackness Church at dusk  
oil on board laid on panel  
25.5 x 28cm (10 1/16 x 11in).  
unframed

**£7,000 - 10,000**

**€8,800 - 13,000**

**US\$11,000 - 16,000**

The small village of Hackness lies a few miles out of Scarborough in North Yorkshire and one of the places along with Scalby and Forge Valley often painted by the artist while living at his sea-side home Castle by the Sea. The church of St Peter mentioned by Pevsner in his *Yorkshire: North Riding* has parts dating back to Anglo-Saxon times. The west tower with its recessed spire is the dominant feature of the composition.

For this night scene Grimshaw creates a dark intense surface with strong contrasts of colour using vibrant brushstrokes. The effect, on such a small scale, is powerful. As far as is known, this is the only example of this particular subject.

We are grateful to Alex Robertson for his help in cataloguing this lot and confirming the authenticity after first hand inspection.





100 \*

**JOSEPH EDWARD SOUTHALL (BRITISH, 1861-1944)**

Basilica of San Francesco d'Assisi

signed with monogram and dated '1904' (lower right), inscribed  
'San Francesco Assisi / by Joseph E. Southall / 13 Charlotte Road /  
Edgbaston / Birmingham' on the backboard  
watercolour, gouache over pencil on artist board  
18.3 x 27cm (7 3/16 x 10 5/8in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

**Exhibited**

London, The New Gallery, Summer Exhibition, 1909







101

**SIR GEORGE CLAUSEN, RA, RWS (BRITISH, 1852-1944)**

Summer Night

signed 'G.CLAUSEN.' (lower right),

inscribed with title and signed on reverse

oil on canvas

38.5 x 46cm (15 3/16 x 18 1/8in).

**£8,000 - 12,000**

**€10,000 - 15,000**

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

The present lot depicts the rooftops of Carlton Hill, St John's Wood, where Clausen lived from 1905 until 1940, when he was forced to leave London to escape the blitz. Clausen was appointed Professor of Painting at the Royal Academy Schools in 1904, and was in high demand as a lecturer; coupled with this, he was producing a prodigious number of works for several solo exhibitions and RA submissions. This made living out of London increasingly difficult, so in the summer of 1905, Clausen purchased 61 Carlton Hill from the artist Albert Chevalier Taylor.

Clausen painted a number of views of London rooftops and back gardens, such as *From a London back window in winter* (RA, 1910, no.51), which Kenneth McConkey describes as the first of 'a long series of back garden nocturnes looking out on the houses of Maida Vale' (Kenneth McConkey, *George Clausen and the picture*

**Provenance**

with The Fine Art Society Ltd., purchased by Ronald H. Smoldon, Axminster, Devon,

November 1966

with Oaks & Partners, Cullompton, Devon, 14 March 1998, lot 182, sold for £6,351

Private collection, UK

*of English Rural Life*, Edinburgh 2012, p.156). The following year, Clausen expanded this composition with *From my window in the small hours* (RA 1911, no.268).

As one critic, writing in 1911, commented, Clausen 'gives us out of very simple elements one of the most perfect nocturnes that we ever remember to have seen constructed from such material-the dull commercial domesticity of the back streets...and mark a new and definite advance in the artist's power in taking complete hold of a subject and making it his own' (Laurence Houseman, *Manchester Guardian*, quoted in McConkey, p.156-7). For another similar work see *A Winter Morning in London*, (Ex Fine Art Society, illustrated *ibid*, p. 184).

102

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

Cupid and sea nymphs

signed and dated 'H. S. TUKE. 1905.' (lower left)

watercolour

47 x 67cm (18 1/2 x 26 3/8in).

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000

**Provenance**

Private collection, Australia

Private collection, UK

**Exhibited**

London, Royal Society of Painters in Watercolour, Spring 1905

Melbourne, National Library of Australia, *Royal British Colonial Society of Artists*, 1908, cat. no. 399, illustrated. Sold for £63.00

The present lot is recorded in the artist's register as R485. It is a version of the oil Tuke painted in 1899 (R306) of the same subject and composition (Sotheby's London, 13 December 2005, lot 63, sold for £185,000). The oil was not sold until 1907, and remained in Tuke's studio where he painted this version. Tuke documents the painting of the present lot in his diary: on 6 March 1905, 'Drawing out Cupid and sea nymphs for watercolour', on 11 March 'Nearly finished Cupid's figure' and on 1 April, 'To the touching day at R.W.S. disappointed with my cupidon, but improved him a good deal by evening.'

It is not clear why Tuke chose to paint this version but as the original oil was still in his studio, he probably thought that the watercolour might be more commercially successful. The original model for the oil was Georgie Fouracre, one of two sons of his housekeeper Elizabeth Fouracre at his home, Pennance Cottage, in Falmouth.

After receiving negative reviews for *Perseus and Andromeda* in 1890, Tuke's oil of *Cupid and Sea Nymphs*, 1899 was a rare return to

depicting his nudes as characters from classical mythology. He was careful to keep his portrayals of nude nymphs as distant impressions, having been heavily criticised for his poor rendition of female anatomy in the *Perseus* painting.

Tuke's struggle with the female anatomy was largely due to the fact that, in late Victorian Britain, finding female life models who were prepared to pose outdoors by the sea, was difficult on both physical and moral grounds. However, the completion of the present lot in 1905 might have inspired Tuke to tackle painting the female nude outdoors again for his major work that summer, *The Pearl* (R525, current whereabouts unknown), which depicts two nude women on the beach looking at a pearl. For this endeavour, Tuke paid a professional model, Isa Watson, to come from London to pose for both figures in the painting.

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









103

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

An album of assorted juvenile watercolours and pen and ink drawings  
10 signed with initials and dated  
*album 23.5 x 17cm (9 1/4 x 6 3/4in).*  
(17)

£2,000 - 3,000

€2,500 - 3,800

US\$3,100 - 4,700

104

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

Portrait of an old lady  
signed 'W.LANGLEY.' (lower left)  
watercolour  
*19 x 14cm (7 1/2 x 5 1/2in).*

£3,000 - 5,000

€3,800 - 6,300

US\$4,700 - 7,900

We are grateful to Roger Langley for confirming the attribution to Walter Langley on the basis of a photograph.

105 W

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

News of the Fleet

signed 'W.LANGLEY' (lower left)

watercolour

51.5 x 67.5cm (20 1/4 x 26 9/16in).

**£30,000 - 50,000**

**€38,000 - 63,000**

**US\$47,000 - 79,000**

**Provenance**

Williams, April 1901, sold for £35 (net) directly from the artist

Private collection, UK

**Literature**

Roger Langley, *Walter Langley, Pioneer of the Newlyn Art Colony*,  
Bristol 1997, p. 168.

To be sold with a copy of a letter to a previous owner from the artist's grandson, Roger Langley, tracing the painting to 1901, when a picture of this title was listed in the artist's records but not exhibited.

We are grateful to Roger Langley for confirming the attribution to Walter Langley on the basis of a photograph.







106

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

A fisherman amongst his nets  
signed and dated 'W.Langley 1882' (lower right)  
oil on canvas  
45.5 x 61cm (17 15/16 x 24in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000

**Provenance**

Miss Pauline Pettefer  
Private collection, UK



107

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

The path to Newlyn  
signed and dated 'W.LANGLEY./92' (lower right)  
watercolour  
22 x 29.5cm (8 11/16 x 11 5/8in).

£7,000 - 10,000

€8,800 - 13,000

US\$11,000 - 16,000

We are grateful to Roger Langley for confirming the attribution to Walter Langley on the basis of a photograph.





108

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

**Confidences**

signed 'W.LANGLEY' (lower right),

inscribed with title and artist's name in pencil on reverse

watercolour

36.5 x 26.5cm (14 3/8 x 10 7/16in).

**£5,000 - 7,000**

**€6,300 - 8,800**

**US\$7,900 - 11,000**

**Provenance**

Purchased from the artist by Harris (probably Harris & Sons),  
Plymouth, 22 July, 1898, purchased for £15

Private collection, Plymouth

Thence by descent

**Literature**

Roger Langley, *Walter Langley, Pioneer of the Newlyn Art Colony*,  
Bristol 1997, p.166

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



109

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

Girl looking out to sea

signed and dated 'A Chevallier Tayler. 1918.' (lower left)

oil on canvas

61.5 x 46cm (24 3/16 x 18 1/8in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000



110

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

The letter

signed 'W. LANGLEY' (lower right)

watercolour with scratching out on paper laid down on canvas

61 x 86.5cm (24 x 34 1/16in).

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000

We are grateful to Roger Langley for confirming the attribution to Walter Langley on the basis of a photograph.





111

**HAROLD HARVEY (BRITISH, 1874-1941)**

Spreading the nets

signed 'Harold Harvey' (lower right)

oil on canvas

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

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000

**Provenance**

Sale, Wooland, Son & Manico, and Gilchrist & Bishop, 'Harris & Sons collection of Oil Paintings & Water Colour Drawings', Plymouth, 8 June 1920, lot 36, bought for £5.00 by the grandfather of the present owner  
Thence by descent

The present lot was one of 36 works by Harold Harvey sold in the Harris & Sons' collection. Other lots included works by many of his contemporaries such as Stanhope Forbes, RA (1857-1947), Charles Napier Hemy, RA, RWS (1841-1917) and Julius Olsson, RBA (1864-1942).



112 AR

**HAROLD KNIGHT, RA, ROI, RP (BRITISH, 1874-1961)**

The Brass Goddess  
signed 'Harold Knight' (lower left)  
oil on canvas  
82 x 69cm (32 5/16 x 27 3/16in).

**£20,000 - 30,000**

**€25,000 - 38,000**

**US\$31,000 - 47,000**

**Provenance**

The Estate of Dame Laura Knight  
Sale, Sotheby's London, 18 July 1973, lot 1  
with Edminston's, Glasgow, 26 July 1975  
Private collection, UK

**Exhibited**

London, Royal Academy, 1929, no.71  
Pittsburgh, USA, Carnegie Institute  
Bristol, Royal West of England Academy, 1930  
Bournemouth, Russell Cotes Art Gallery, *Eminent Living Artists*

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

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

We are grateful to Mr. John Croft for his assistance in cataloguing this lot. It will be included in the Catalogue Raisonné he is compiling on the artist.



113

**HAROLD HARVEY (BRITISH, 1874-1941)**

Portrait of Sue Palmer

signed and dated 'Harold Harvey.32' (lower left),

bears title in pencil on reverse

oil on canvas

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

£3,000 - 5,000

€3,800 - 6,300

US\$4,700 - 7,900

**Provenance**

Sale, Sotheby's West Sussex, 25 May 2000, lot 2399

with David Messum Gallery, 2000

Private collection, UK

**Exhibited**

Penzance, Penlee House Gallery and Museum,

*Harold Harvey: Painter of Cornwall*, July-October 2001, no.93, and

touring to Newport, Newport Art Gallery, October-December 2001

Wolverhampton, Wolverhampton Art Gallery,

December 2001-January 2002

**Literature**

McConkey et al, *Harold Harvey: Painter of Cornwall*, Bristol,

2001, p.125, illustrated in colour





114 AR

**ROWLAND WHEELWRIGHT (BRITISH, 1870-1955)**

A gypsy family

signed 'R Wheelwright' (lower right)

oil on canvas

51 x 62cm (20 1/16 x 24 7/16in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000

**Provenance**

Private collection, Sweden



115 \* AR W

**ROWLAND WHEELWRIGHT (BRITISH, 1870-1955)**

Holiday Time

signed 'RWHEELWRIGHT' (lower right), indistinctly signed  
and inscribed with title and artist's address on the reverse  
oil on canvas

72 x 92cm (28 3/8 x 36 1/4in).

**£12,000 - 18,000**

**€15,000 - 23,000**

**US\$19,000 - 28,000**

**Provenance**

Martha Wheelwright, the artist's sister-in-law

Thence by direct descent

Private collection, Australia

116 AR

**SIR ALFRED JAMES MUNNINGS, PRA, RWS  
(BRITISH, 1878-1959)**

Study of a bay horse  
signed 'A. J. MUNNINGS' (lower left)  
oil on panel  
51 x 61cm (20 1/16 x 24in).

**£30,000 - 40,000**

**€38,000 - 50,000**

**US\$47,000 - 63,000**

Munnings always painted preliminary sketches for his equine portraits as a way of learning about his subject. Munnings excelled in his interpretation of equine personalities, as true horsemen can attest. Repeatedly painting his equine subjects under different conditions helped him acquire a feel for the specific anatomy as well as a grasp the salient aspects of each individual. Munnings eschewed the practice of using photographs so these sketches were an important part of his working method.

In the tradition of John Frederick Herring who produced a vast harvest of 'a horse in a stall' theme, Munnings has placed his subject against an uncluttered stable wall. Light streams down onto the figure from high over the right shoulder of the viewer and animates the muscular structure of the horse. It appears that Munnings has paid particular attention to the horse's shoulder. While the present lot is a study of this particular horse, Munnings' inclusion of a feed trough in the left corner suggests he may have intended to turn this sketch into a finished work.

Finished works depicting this stable theme include *Lord Derby's Fairway and Hyperion* (1935), *Sir John Rutherford's Solario* (1926) and *Coronach* (circa 1926).

We are grateful to Lorian Peralta-Ramos for her assistance in cataloguing this lot.







117 AR

**LUCY ELIZABETH KEMP-WELCH**  
**(BRITISH, 1869-1958)**

Moment's rest  
 signed 'L. Kemp-Welch' (lower left)  
 oil on canvas  
 50.5 x 61.3cm (19 7/8 x 24 1/8in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

**Exhibited**

Paris, Salon, 1933

London, Royal Academy, 1934, no.346

**Provenance**

Private collection, UK





118 AR W

**ARTHUR A. FRIEDENSON (BRITISH, 1872-1955)**

Springtime: Runswick Bay

signed 'Arthur Friedenson' (lower left), inscribed "'Springtime Runswick Bay' by Arthur Friedenson/ Exhibited Royal Academy 1924' on reverse oil on canvas

77 x 128cm (30 5/16 x 50 3/8in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,400 - 13,000

**Exhibited**

London, Royal Academy, 1924, no.397

The present lot was one of a number of views of Runswick that the artist painted over a long career. Born in Leeds, Arthur Friedenson was originally apprenticed as a sign painter, before studying at the *Académie Julian* in Paris, and the *Académie Royale des Beaux-Arts* in Antwerp.

Returning to England, Friedenson joined the colony of artists working in the picturesque fishing village of Staithes, North Yorkshire. He exhibited at the Royal Academy from 1889, many of his early works being landscapes and coastal views around Runswick and Staithes.

In 1907 his Royal Academy work *Runswick Bay* was purchased by Chantrey bequest, and is currently in the collection of Tate Britain.

Friedenson later settled in Dorset, and his later submissions are mostly views around Corfe Castle, Wareham and Wiltshire. The present lot was presumably painted on a return visit to Runswick Bay.



119 AR W

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

The Wind on the Hill

signed 'DOROTHEA SHARP' (lower left)

oil on canvas

106 x 91.5cm (41 3/4 x 36in).

£60,000 - 80,000

€76,000 - 100,000

US\$94,000 - 130,000

**Provenance**

with John Magee, Belfast

Private collection, UK

**Exhibited**

(possibly) London, Royal Society of British Artists, 1918

Dorothea Sharp was born on 10th January 1873 into a Quaker family in Dartford, Kent. The family timber business had been established since 1800 and its success afforded Dorothea a certain financial comfort and independence and even though her parents did not really approve, Dorothea wanted to be an artist from an early age.

She enrolled at the Richmond School of Landscape Painting in 1894 under the tutelage of Charles Edward Johnson (1832-1913). Preferring to work in oil, she spent much of her time painting outside making rapid notes in her sketchbook, which she worked up later in the studio. This was to be a method which she refined throughout her career and was ideally suited to her style and choice of subject.

Shortly after the untimely death of her father in March 1900, Dorothea set off for Paris with her mother Emily. Here she saw first hand the work of the Impressionists and in particular that of Claude Monet (1840-1926) which was to have a profound and lasting effect on her work and can be seen so dramatically in the present lot. She wrote in *The Student's Book of Oil Painting*, published in 1947, 'I think the young painters of this decade little realize what we owe to those great masters of The French Impressionist School.'

Sharp also came to know and love the work of some of the American painters who were in Paris at the same time, notably Frank Benson (1862-1951) and Carl Friesseke (1874-1939). Upon her return to England, her reputation grew and the bright and bold depictions of children playing at the seaside, picking flowers or feeding ducks became more and more popular. Her colourful compositions were ideal for use as posters, which by the 1930s had become an effective and popular form of advertising.

By the 1940s Sharp was famous. She had exhibited widely at many leading galleries (and over a period of 47 years at the Royal Academy alone) and her work had been purchased by an admiring public throughout the Empire. She had travelled extensively from the south of France to Algiers and from St Ives (where she spent the war years with her companion Marcella Smith) to Sussex and her circle of friends included many of the leading artists of the day. Her paintings were in many ways unique, but also reflected the changing style of the times. Her rapid confident brushstrokes were almost sculptural in the way the paint was applied to canvas, but always bound together by an innate understanding and love of colour. Weakening eyesight and creeping arthritis had begun to take their toll by the 1950s and Dorothea and Marcella moved in to Blomfield Road where she died on 17th December 1955.

Dorothea Sharp captured the spirit of the time, and the present lot shows her at her very best. Reminiscent particularly of the work of Dame Laura Knight (1877-1970), it is an outstanding example of British Impressionism and there are few British painters who reflect more perfectly the carefree days of childhood or the warm breeze of a summer's day. For this reason, the works of Dorothea Sharp have proved unerringly popular and have as much resonance today as when they were first painted.



120 AR

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

Feeding the ducks

signed 'DOROTHEA. SHARP.' (lower right)

oil on canvas

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

**£30,000 - 50,000**

**€38,000 - 63,000**

**US\$47,000 - 79,000**

**Provenance**

with John Magee, Belfast

Private collection, UK







121 AR W

**GARNET RUSKIN WOLSELEY (BRITISH, 1884-1967)**

The young ballerina  
signed 'G Wolseley.' (lower right)

oil on canvas

129 x 101cm (50 13/16 x 39 3/4in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400



122 AR

**SIR GERALD FESTUS KELLY, RA (BRITISH, 1879-1972)**

*The Well Beloved*

signed, inscribed with title and numbered 'b.f.59' on reverse  
and on canvas overlap

oil on canvas laid down on board

60.5 x 46cm (23 13/16 x 18 1/8in).

£12,000 - 18,000

€15,000 - 23,000

US\$19,000 - 28,000

**Exhibited**

Dublin, Royal Hibernian Academy, 1938, no.49

London, *Theatre and Circus*, Art Exhibitions Bureau,

Albermarle Street, 1955





123 \* AR W

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

Nothing like leather!

signed 'CHARLES SPENCELAYH./1953.' (lower left)

oil on canvas

71.5 x 91.5cm (28 x 36in).

**£15,000 - 20,000**

**€19,000 - 25,000**

**US\$24,000 - 31,000**

**Provenance**

Private collection, Canada

**Exhibited**

London, Royal Academy, 1954, no.659

To be sold with original correspondence between the artist and the present owner's father.



124 AR

**MADELINE GREEN (BRITISH, 1884-1947)**

The Velvet Jacket

oil on canvas

58.5 x 46cm (23 1/16 x 18 1/8in).

**£10,000 - 15,000**

**€13,000 - 19,000**

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

**Provenance**

Sale, Christie's London, 13 November 1986, lot 107, sold for £7,000

with Richard Hagen Fine Paintings, Broadway

Private collection, UK

**Exhibited**

London, Royal Academy, 1940, no.666



125 AR W

**EDWARD SEAGO, RWS (BRITISH, 1910-1974)**

Preparing to refloat a grounded trawler  
signed 'Edward Seago' (lower left), inscribed with title on the reverse  
oil on board  
*56.5 x 91.5cm (22 1/4 x 36in).*

**£25,000 - 35,000**

**€32,000 - 44,000**

**US\$39,000 - 55,000**

**Provenance**

Sale, Christie's London, 23 March 1995, lot 97  
Private collection, UK





126 \*AR

**EDWARD SEAGO, RWS (BRITISH, 1910-1974)**

Summer Evening, Pin Mill

signed 'Edward Seago' (lower left), inscribed with title on stretcher

oil on canvas

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

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 31,000



127 AR

**EDWARD SEAGO, RWS (BRITISH, 1910-1974)**

Place St. Michel, Paris

signed 'Edward Seago' (lower left)

watercolour

27.5 x 37.5cm (10 13/16 x 14 3/4in).

**£6,000 - 8,000**

**€7,600 - 10,000**

**US\$9,400 - 13,000**

**Provenance**

with P & D Colnaghi & Co. Ltd., London

with Richard Green Fine Paintings, London, no.RH 1298

with Portland Gallery, London

Private collection, UK

**Exhibited**

London, Portland Gallery, *Edward Seago*, 11 June - 8 July 2014, no.91



128 AR

**EDWARD SEAGO, RWS (BRITISH, 1910-1974)**

Mixed flowers in a jar

signed 'Edward Seago' (lower left), inscribed with title on reverse

oil on board

62 x 46.5cm (24 7/16 x 18 5/16in).

£20,000 - 30,000

€25,000 - 38,000

US\$31,000 - 47,000

**Provenance**

with Patterson & Shipman Ltd., London, 11 October 1965, bought for £250

Private collection, UK

To be sold with the invoice from Patterson & Shipman Ltd., and two letters from Edward Seago to the previous owner dated 23 November 1965 and 25 February 1969 respectively.



129 AR

**EDWARD SEAGO, RWS (BRITISH, 1910-1974)**

'Evening sunlight - Navplion'

signed 'Edward Seago' (lower left), inscribed with title on reverse

oil on canvas

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

**£25,000 - 35,000**

**€32,000 - 44,000**

**US\$39,000 - 55,000**

**Provenance**

with P. and D. Colnaghi and Co. Ltd., London

Private collection, UK





130 AR

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

Treasure vault

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

watercolour

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

£25,000 - 35,000

€32,000 - 44,000

US\$39,000 - 55,000

**Provenance**

A gift to Helen Thomson, the artist's housekeeper

Property of Mr & Mrs Foyers

Sale, Bonhams London, *Sir William Russell Flint*, 11 December 1993, lot 210

Private collection, UK





131 AR

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

L'ennui

signed 'W.RUSSELL FLINT' (lower left)

watercolour

48.5 x 66cm (19 1/8 x 26in).

£4,000 - 6,000

€5,000 - 7,600

US\$6,300 - 9,400

**Provenance**

with The Fine Art Society Ltd., London, 1924

Private collection, UK



132 AR

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

The broad beach, Bamburgh

signed 'W. RUSSELL FLINT' (lower right)

watercolour

49.5 x 66.5cm (19 1/2 x 26 3/16in).

**£8,000 - 12,000**

**€10,000 - 15,000**

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

**Provenance**

with Robertson & Bruce Ltd., Dundee

Private collection, UK



133 AR

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

Beach Butterflies

signed 'W.RUSSELL FLINT' (lower left), signed, inscribed and numbered 'No.2/BEACH BUTTERFLIES/ W Russell Flint' on board on reverse

watercolour

48 x 65.5cm (18 7/8 x 25 13/16in).

£5,000 - 7,000

€6,300 - 8,800

US\$7,900 - 11,000

**Provenance**

with The Fine Art Society Ltd., London, 1924

Private collection, UK



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## DOGS IN SHOW AND FIELD

Wednesday 18 February 2015  
New York

ARTHUR WARDLE, RI  
(BRITISH, 1864-1949)

*End of the Day*

oil on canvas

30 x 25in (76.2 x 63.5 cm)

\$12,000 - 18,000

### ENQUIRIES

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# Bonhams

NEW YORK

[bonhams.com/newyork](http://bonhams.com/newyork)

## 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*.

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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).

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#### *Alterations*

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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



## Bidding in person

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

## Bidding by telephone

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

## 13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)  
Wildlife 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 be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- 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](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com)

## APPENDIX 1

### CONTRACT FOR SALE

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

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

### 1 THE CONTRACT

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

## 2 SELLER'S UNDERTAKINGS

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

## 3 DESCRIPTIONS OF THE LOT

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

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

## 6 PAYMENT

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

## 7 COLLECTION OF THE LOT

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

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
  - 3.1.1 the Purchase Price for the Lot;
  - 3.1.2 a Buyer's Premium in accordance with the rates set out in the *Notice to Bidders*, and
  - 3.1.3 if the Lot is marked [<sup>AR</sup>], 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>	<b>7.3</b>	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.	<b>9.3</b>	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
<b>7.1</b>	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> ):	<b>7.4</b>	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.	<b>9.3.1</b>	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
<b>7.1.1</b>	to terminate this agreement immediately for your breach of contract;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	<b>9.3.2</b>	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.
<b>7.1.2</b>	to retain possession of the <i>Lot</i> ;	<b>8.1</b>	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:	<b>9.4</b>	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> .
<b>7.1.3</b>	to remove, and/or store the <i>Lot</i> at your expense;	<b>8.1.1</b>	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	<b>9.5</b>	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> .
<b>7.1.4</b>	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;	<b>8.1.2</b>	deliver the <i>Lot</i> to a person other than you; and/or	<b>9.6</b>	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
<b>7.1.5</b>	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;	<b>8.1.3</b>	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	<b>9.7</b>	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
<b>7.1.6</b>	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;	<b>8.1.4</b>	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>9.8</b>	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> .
<b>7.1.7</b>	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;	<b>8.2</b>	The discretion referred to in paragraph 8.1:	<b>10</b>	<b>OUR LIABILITY</b>
<b>7.1.8</b>	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;	<b>8.2.1</b>	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	<b>10.1</b>	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> .
<b>7.1.9</b>	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;	<b>8.2.2</b>	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	<b>10.2</b>	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:
<b>7.1.10</b>	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;	<b>9</b>	<b>FORGERIES</b>	<b>10.2.1</b>	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
<b>7.1.11</b>	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>9.1</b>	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	<b>10.2.2</b>	changes in atmospheric pressure; nor will we be liable for:
<b>7.2</b>	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.	<b>9.2</b>	Paragraph 9 applies only if:	<b>10.2.3</b>	damage to tension stringed musical instruments; or
		<b>9.2.1</b>	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	<b>10.2.4</b>	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.
		<b>9.2.2</b>	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		
		<b>9.2.3</b>	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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>  Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:  the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and  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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and  within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  but not if:  the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .  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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <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.
		<b>12 MISCELLANEOUS</b>	<b>13</b>	<b>GOVERNING LAW</b>  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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>  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 <a href="http://www.bonhams.com">www.bonhams.com</a> or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from <a href="mailto:info@bonhams.com">info@bonhams.com</a> .
		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.		<b>APPENDIX 3</b>  <b>DEFINITIONS AND GLOSSARY</b>  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.
		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.		<b>LIST OF DEFINITIONS</b>  "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i> ). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.		
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

**"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."



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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

**This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.**

## Data protection – use of your information

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

## Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

## Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

## If successful

I will collect the purchases myself ☐  
Please contact me with a shipping quote (if applicable) ☐

Sale title: 19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART		Sale date: Wednesday 21 January	
Sale no. 22266		Sale venue: New Bond Street, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
<b>General Bid Increments:</b>			
£10 - 200 .....by 10s		£10,000 - 20,000 .....by 1,000s	
£200 - 500 .....by 20 / 50 / 80s		£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s	
£500 - 1,000 .....by 50s		£50,000 - 100,000 .....by 5,000s	
£1,000 - 2,000 .....by 100s		£100,000 - 200,000 .....by 10,000s	
£2,000 - 5,000 .....by 200 / 500 / 800s		above £200,000 .....at the auctioneer's discretion	
£5,000 - 10,000 .....by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

## FOR WINE SALES ONLY

Please leave lots "available under bond" in bond ☐ I will collect from Park Royal or bonded warehouse ☐ Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:	Date:
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\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

**NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.**

**Please email or fax the completed Auction Registration form and requested information to:**

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, [bids@bonhams.com](mailto:bids@bonhams.com)

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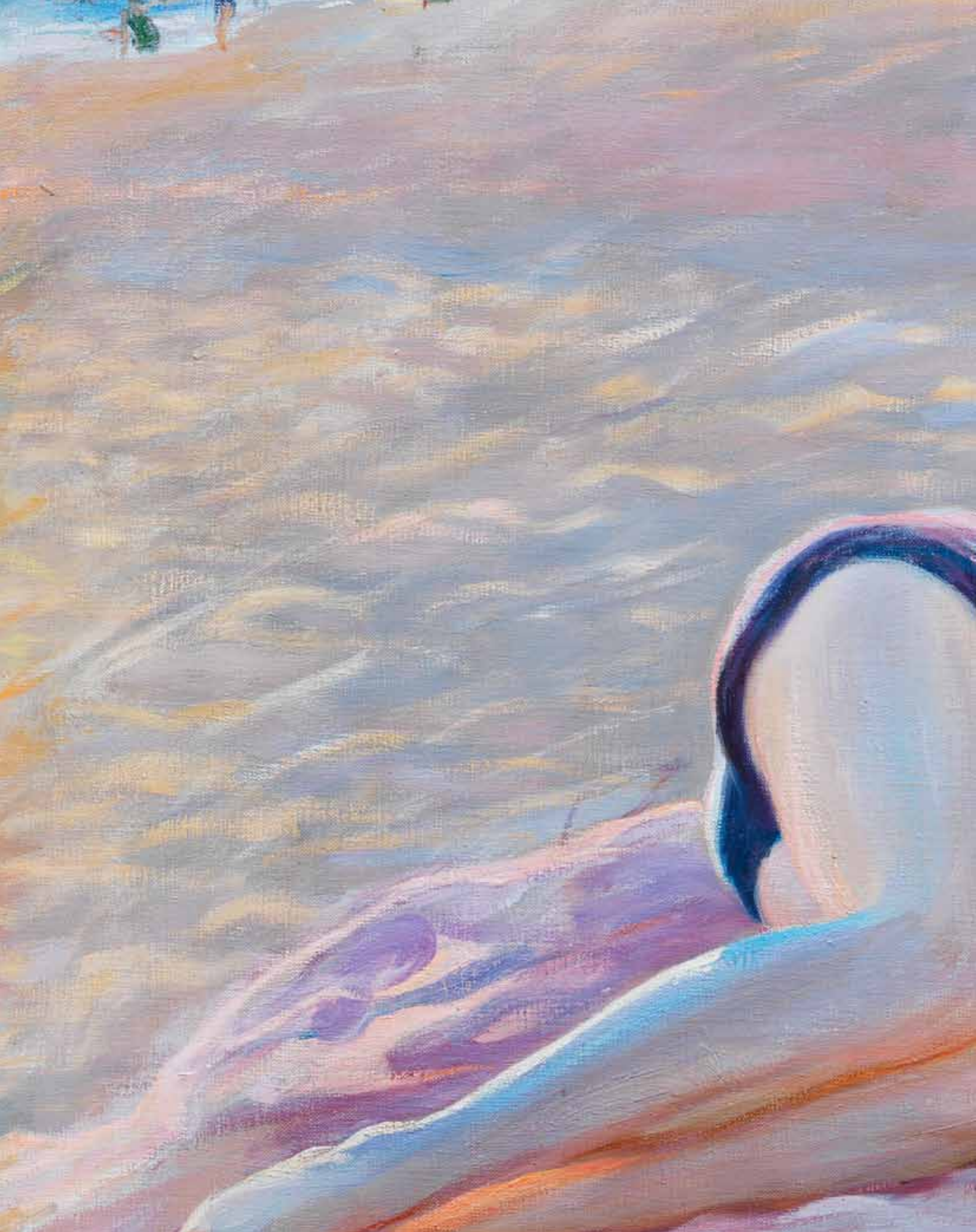
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