19TH CENTURY EUROPEAN VICTORIAN AND BRITISH IMPRESSIONIST ART Tuesday 23 June 2015

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19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Tuesday 23 June 2015 at 14.00 New Bond Street, London

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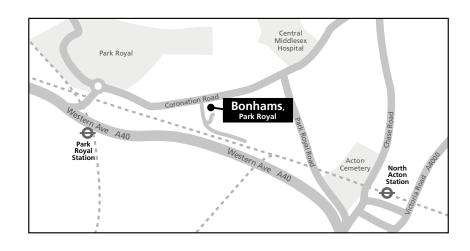
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19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART Lots 1 - 125



GIOVANNI GRUBACS (ITALIAN, 1829-1919) The Rialto Bridge signed 'G. Grubacs' (lower right)

oil on panel 15 x 24.5cm (5 7/8 x 9 5/8in).

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800

1

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



2 GIOVANNI GRUBACS (ITALIAN, 1829-1919)

Grand Canal with a view of Santa Maria della Salute signed 'G. Grubacs' (lower right), signed and inscribed 'Giovanni Grubacs/ Venezia' twice on the reverse oil on panel 14.5 x 24.8cm (5 11/16 x 9 3/4in).

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800

Provenance Private collection, UK

З

GIOVANNI GRUBACS (ITALIAN, 1829-1919)

Doge's Palace with the Ponte della Paglia signed 'Grubacs' (lower left) oil on panel 15 x 24.8cm (5 7/8 x 9 3/4in).

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800

Provenance

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



4 GIOVANNI GRUBACS (ITALIAN, 1829-1919)

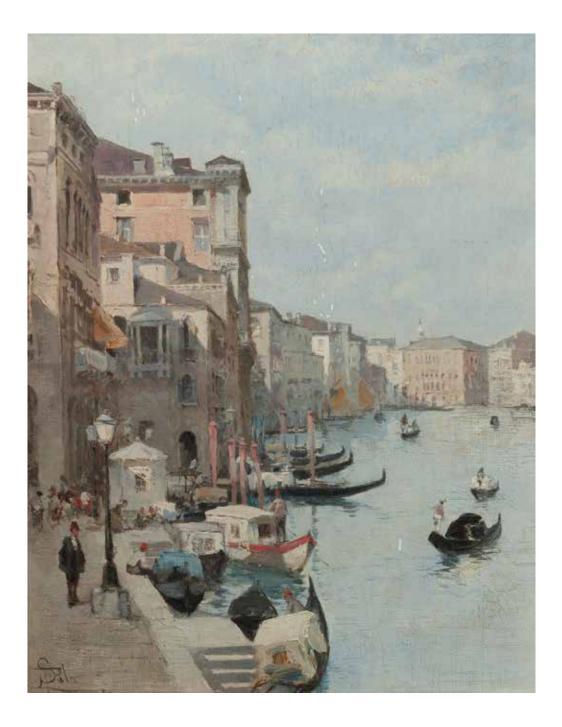
The Piazzetta and Doge's Palace signed 'G. Grubacs' (lower left) oil on panel 15 x 24.5cm (5 7/8 x 9 5/8in).

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800

Provenance

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





5 **PAOLO SALA (ITALIAN, 1859-1924)** Venice signed 'PSala' (lower left) oil on panel 26 x 18.5cm (10 1/4 x 7 5/16in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

Provenance with M. Newman, Ltd., London Private collection, UK



6 ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

La Loggietta, Piazza di Marco signed with monogram (lower left) oil on panel 15 x 25.5cm (5 7/8 x 10 1/16in).

£5,000 - 8,000 €7,000 - 11,000 US\$7,800 - 13,000



JEAN CHARLES JOSEPH RÉMOND (FRENCH, 1795-1875)

View of the Colosseum and the Arch of Constantine from the Palatine oil on paper laid down on board 28 x 38cm (11 x 14 15/16in). unframed

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

7

Provenance Private collection, Italy After winning the *Grand Prix de Paysage Historique* in 1821, Rémond spent the next five years in Italy. Painted during this time, the present lot demonstrates Rémond's keen interest in classical architecture and composition, as well as his *en plein air* method. The timelessness of this iconic view is juxtaposed with the scaffolding that can be seen on the Colosseum, which was erected in 1822 in order to conduct crucial restoration work on the outer wall.

A similar work by the artist of the same view is held at the Metropolitan Museum of Art, New York. In this composition, although the scaffolding on the Colosseum remains, the bridge in the foreground has partially collapsed, suggesting it was executed after the present lot.



8 W FRANZ KNEBEL (SWISS, 1809-1877)

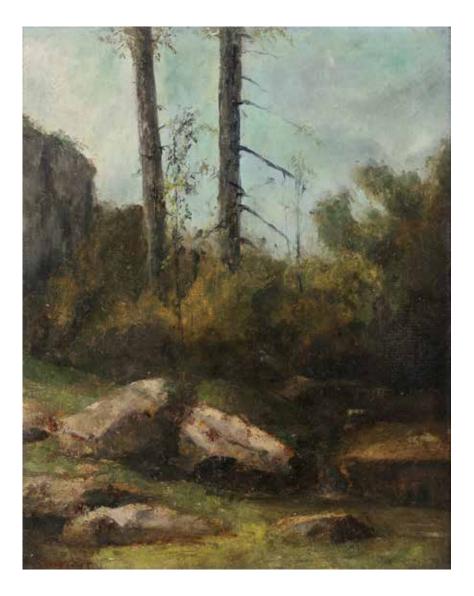
Veduta del lago di Nemi signed and dated 'F Knebel fece. Roma 1862' (lower left) oil on canvas 99.5 x 137.5cm (39 3/16 x 54 1/8in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000



9 W **LÉON LEGAT (FRENCH, BORN 1829)** The farmyard signed 'Legat' (lower right) oil on canvas 90 x 117cm (35 7/16 x 46 1/16in).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

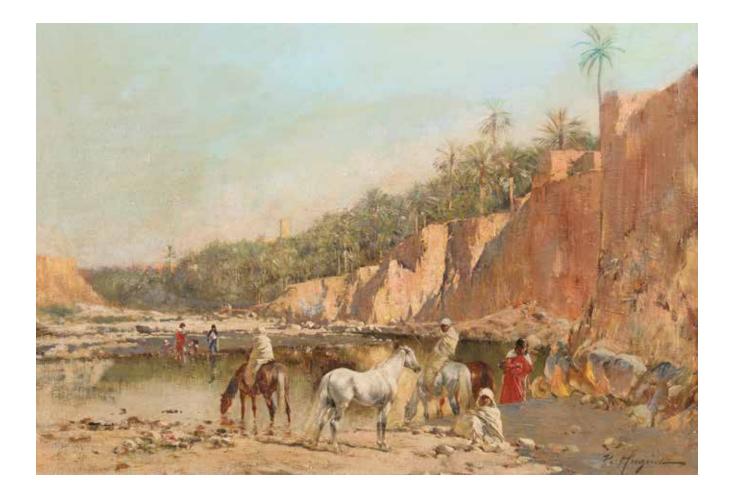


10 GUSTAVE COURBET (FRENCH, 1819-1877) La Garenne de Bussac en Saintogne

signed 'G.Courbet' (lower left) oil on canvas 40.5 x 33cm (15 15/16 x 13in).

£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000

To be sold with the certificate of authenticity from the Institut Gustave Courbet, Ornans.



11 VICTOR PIERRE HUGUET (FRENCH, 1835-1902) Rest for water signed 'V. Huguet' (lower right) oil on canvas laid down on board 40.5 x 58.5cm (15 15/16 x 23 1/16in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000



12 * W

ADOLF SCHREYER (GERMAN, 1828-1899)

An Ottoman encampment signed and dated 'Ad Schreyer. 55.' (lower left) oil on canvas 79.5 x 107cm (31 5/16 x 42 1/8in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance

Private collection, Germany Sale, Sotheby's London, 13 June 2006, lot 223 Private collection, Switzerland

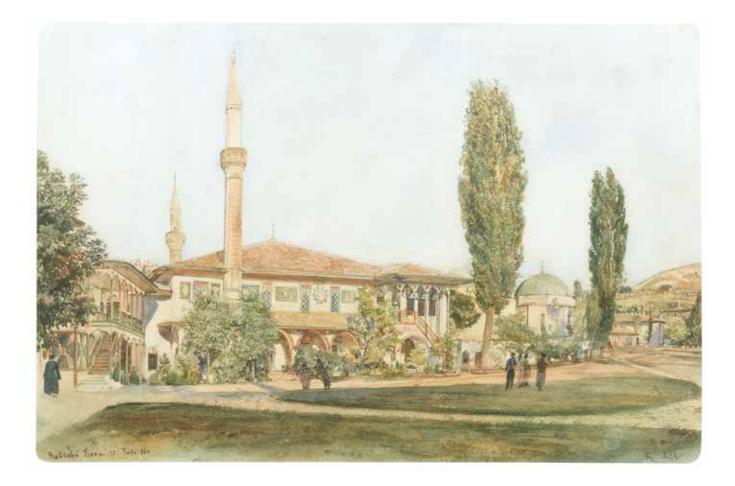
Literature

(possibly) Friedrich Von Boetticher, *Malerwerke des neunzehnten Jahrhunderts: Beitrag zur Kunstgeschichte*, 1901, p.653, no.7

Exhibited

(possibly) Munich, Allgemeine und historische Kunstausstellung, 1858, no.412

We are grateful to Dr. Christoph Andreas for confirming the attribution to Adolf Schreyer on the basis of a photograph.



RUDOLF VON ALT (AUSTRIAN, 1812-1905)

A View of the Khan's Palace at Bakhchisarai, Ćrimea signed 'R Alt' (lower right) and inscribed 'Baktschi Isarai 17. Juli 863' (lower left), the work bears Ludwig Lobmeyr's collection stamp (lower right) watercolour $36.5 \times 54.5 cm$ (14 3/8 x 21 7/16in).

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000

Provenance

Ludwig Lobmeyr, Vienna Private collection, Austria Sale, Sotheby's London, 12 October 2000, when the authenticity was confirmed by Dr. Heinrich Fuchs Private collection, Greece

Exhibited

Vienna, Wiener Künstlerhaus, Jubiläumsausstellung aus Anlass des 80. Geburtstages von Rudolf von Alt, 1892

Literature

Walter Koaschatzky, *Rudolf von Alt (1812-1905)*, Residenz Verlag, Salzburg, 1975, p.280, no.63/10



14 W ATTRIBUTED TO JOSEF SELLENY (AUSTRIAN, 1824-1875) View of the Atacama Desert in Chile with the Licancabur Volcano in

View of the Atacama Desert in Chile with the Licancabur Volcano the background oil on canvas 59.2 x 79.2cm (23 5/16 x 31 3/16in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance Sale, Dorotheum Vienna, 12 October 2010, lot 83



15 EDWARD LEAR (BRITISH, 1812-1888)

A Malacca Parakeet, *Palaeornis Malaccensis*, an illustration for Lear's *Natural History of Parrots*, 1842

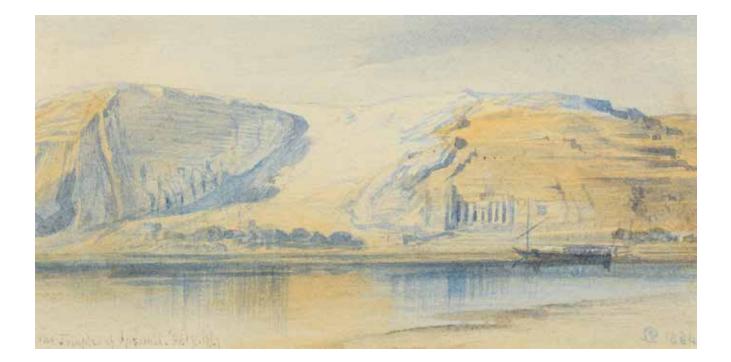
signed and inscribed 'E.Lear fct.' (vertically from branch), inscribed 'Plate 3^d' (upper left), and 'Palaeornis Malaccensis/Plate' (lower centre), indistinctly inscribed along lower framing edge watercolour and pencil $18.5 \times 11 cm$ ($7 5/16 \times 4 5/16 in$).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400

Provenance

with Tho^{s.} Agnew & Sons Ltd., London Private collection, UK

The modern term for the Malacca Parakeet is the Long-tailed Parakeet (Psittacula longicauda). The breed was discovered by the Dutch physician and naturalist Pieter Boddaert (1730-1795).



16 EDWARD LEAR (BRITISH, 1812-1888)

View of Abu Simbel signed with monogram and dated 1884 (lower right), inscribed 'The Temples of Ipsambl. Feb^y 8. 1867' (lower left), further inscribed '14. Temples of Ipsambl.' on the reverse watercolour $9 \times 17.5cm$ (3 9/16 x 6 7/8in).

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800

Provenance Private collection, UK Edward Lear visited southern Egypt in early 1867, executing the present lot on 8 February. In a letter to Lady Waldegrave, dated 9 March of the same year, he describes 'Aboo Simbel which took my breath away'¹. Painted from the opposite bank of the Nile, the present watercolour depicts both temples at Abu Simbel, built over 3,200 years ago by Ramesses II as monuments to himself and his queen, Nefertari. For centuries the temples were seemingly forgotten and covered with sand until their rediscovery by Swiss explorer Johann Ludwig Burckhardt (1784-1817) in 1813. It is said that 'Abu Simbel' was the name of the local boy who guided the first re-discoverers to the site, and later this was the name given to the complex.

When the construction of the Aswan Dam began in 1960, it became apparent that the ancient temples would soon be submerged and destroyed by the rising waters of the newly created Lake Nasser. An international fund-raising campaign by UNESCO led to their relocation to higher ground - a highly complex and costly process that was finally completed in 1968. Thus, the present lot shows the original location of the Abu Simbel temples.

¹Vivien Noakes, *Edward Lear: Selected Letters*, London, 1988, pp.208-209



17 **EDWARD LEAR (BRITISH, 1812-1888)** Ravenna inscribed 'Ravenna.' (lower left) watercolour and gum arabic 16.5 x 26.3cm (6 1/2 x 10 3/8in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

Provenance Private collection, UK



18 W

HARRY JOHN JOHNSON, RI (BRITISH, 1826-1884)

The Acropolis of Athens, with Mount Hymettus and the Olive Groves of the Academy, as seen from the slopes of the Pass of Daphne, on the Eleusinian road – early morning oil on canvas $65 \times 118 cm$ ($25 \ 9/16 \times 46 \ 7/16 in$).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

Exhibited London, Royal Academy, 1862, no.658

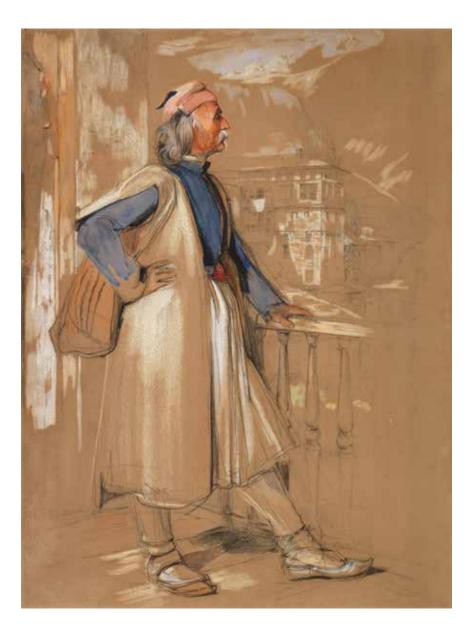


JOHN FREDERICK LEWIS, RA, POWS (BRITISH, 1804-1876)

A Spanish woman graphite, watercolour, bodycolour, chalk and gum arabic *35.5 x 18.5cm (14 x 7 5/16in).*

£5,000 - 8,000 €7,000 - 11,000 US\$7,800 - 13,000 Provenance Ex collection Mr. Wyatt, Poole

We are grateful to Briony Llewellyn for her assistance in cataloguing this lot.



JOHN FREDERICK LEWIS, RA, POWS (BRITISH, 1804-1876) Suliote

inscribed and signed 'Suliote/JFLewis' (lower right) graphite, watercolour, bodycolour and chalk 34 x 25cm (13 3/8 x 9 13/16in).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

Provenance J.G.S. Goff Private collection, UK The Souliotes are a people named after their native village of Souli, in the remote mountainous region of Epirus, in what was until 1913 Albania. They became famous for their resistance against the local Ottoman ruler, Ali Pasha of Ioannina. After their defeat in 1803, the surviving Souliotes were forced into exile, many in Corfu. Their military skill and bravery would be called upon by the Russian army for whom they fought whilst in exile and they would go on to play a key part in the Greek War of Independence in the 1820s and 1830s, some of them fighting under Lord Byron in 1824.

Lewis travelled to Corfu, Albania and Greece in 1840, and made a number of expressive studies of both Souliotes and Albanians. Among them are two studies of this finely characterised old man (the other in a private collection). Although the execution is rapid and assured, it is also detailed in its depiction of the typical Souliot dress with its loose fitting garments and traditional red cap.

We are grateful to Briony Llewellyn for her assistance in cataloguing this lot.

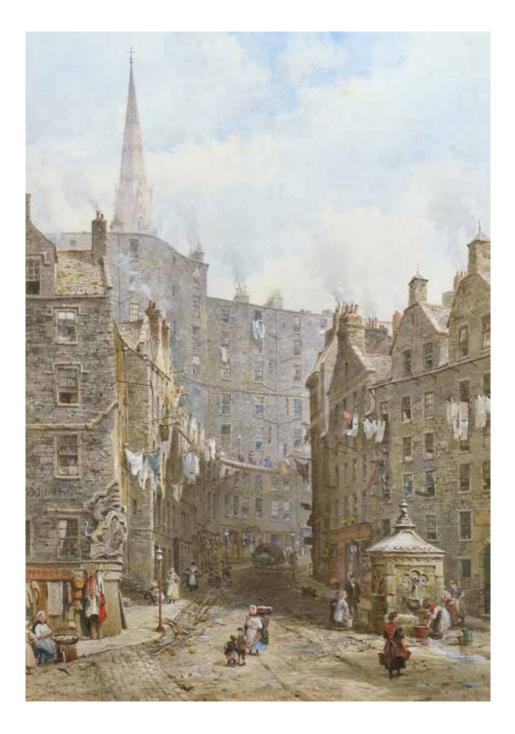




HENRY CATTLEY (BRITISH, ACTIVE 1815-1870)

A tourist's album comprising of 74 watercolours and drawings, including views of Norway, Denmark, Russia, Finland circa 1818, Saxony 1819, Scotland 1820, France 1822 and 1833, Britain 1821-1852 including 'Demolition of Old London Bridge, 1833' inscribed with location and date of each work overall dimensions of folio 36 x 48cm (14 1/4 x 19in.)

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800



22 **LOUISE J. RAYNER (BRITISH, 1832-1924)** Fort at the West Bow, Edinburgh signed 'Louise Rayner' (lower left) watercolour and gouache *54.5 x 37.5cm (21 7/16 x 14 3/4in).*

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

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

Bridge of Sighs, Venice signed and dated 'E.WCooke ARA. 1858.' (lower left) oil on canvas $81.5 \times 67.5 cm$ (32 1/16 x 26 9/16in).

£25,000 - 35,000 €35,000 - 49,000 US\$39,000 - 55,000

Provenance

J. Dillon W. Barker & Son, Harrogate Sale, Christie's London, 31 May 1975, lot 128, 220Gns. to Teuton Private collection, McCarthy of Newark

Exhibited

London, Royal Academy, 1858, no.346

Literature

John Munday, *E.W.Cooke* 1811-1880, *A Man of his Time*, Woodbridge, 1996, cat no.51/13, p.346, as *Bridge of Sighs, Venice*, *No.3 (Ptd. from gondola)* E W Cooke's love affair with Venice lasted many years; he first visited the city in 1850, noting in his diary that his first sight of the city 'exceeded all that I could possibly have imagined'.

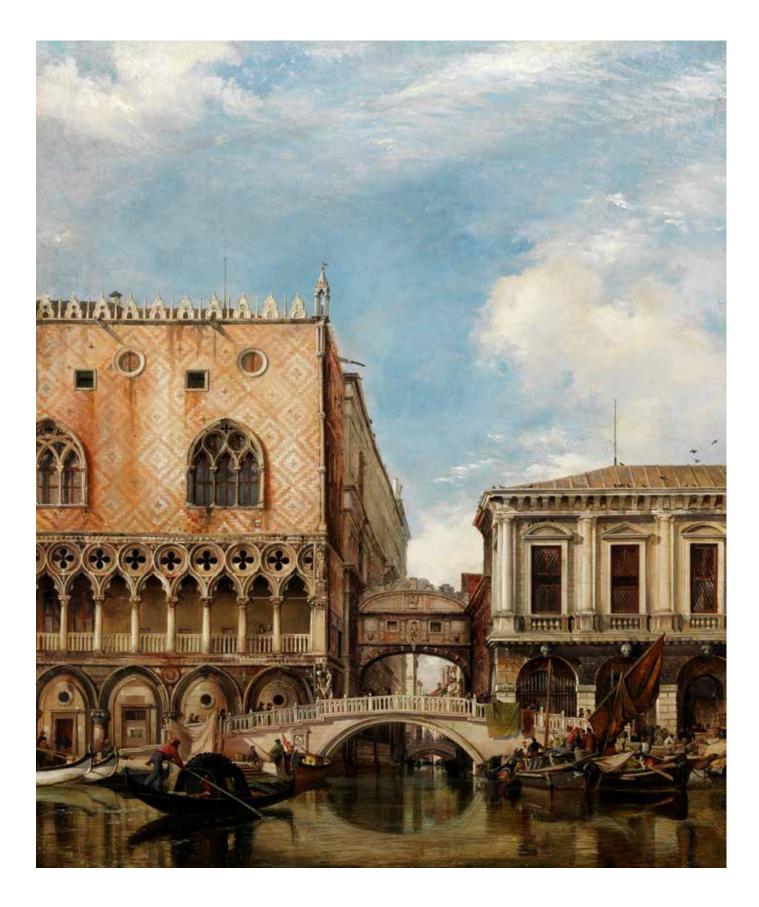
The present lot was painted during Cooke's second sojourn in Venice in 1851- Cooke's practice of dating his works when they were sent from his studio for sale or exhibition was not uncommon. By this time the artist was well established in the city, far more familiar with the topography, and held in great affection by many English visitors, such as John Ruskin and David Roberts- Ruskin described him as 'The smallest clever man I ever knew...full of affection, most unselfish, ready to help all the world'. This was the year in which Cooke was elected ARA, which he notes with genuine excitement in his diary: 'Nov. 11th: Went to the Post and got two letters from Mary announcing my election as <u>ARA!!!</u>... Wrote ARA for the first time!' Ruskin's own diary echoes Cooke's enthusiasm: 'it quite threw him into a fever of excitement.'

Cooke often worked from a gondola, adapted and decorated for his purposes, which would allow him to position himself with greater freedom and, as John Mundy notes 'produce his own Venice...able to anchor among the shipping, to paint and return on subsequent occasions, having taken appropriate bearings'.

Notes

Cook & Wedderburn (ed), *The works of John Ruskin*, London, 1903-1912, passim. John Munday, *E.W.Cooke 1811-1880, A Man of his Time*,

Woodbridge, 1996, passim.



24 W

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

Trabaccoli carrying wood, San Giorgio Maggiore and the Dogana beyond signed, inscribed and dated 'E.W Cooke ARA. VENEZIA. 1859.' (lower right) oil on canvas 62.5 x 104.5cm (24 5/8 x 41 1/8in).

£30,000 - 50,000 €42,000 - 70,000 US\$47,000 - 78,000

Provenance

Arthur Burnand Sir Merton Russell-Cotes Sale, Christie's London, 24 November 1916, lot 20, sold for 95 gns. with Cooling Galleries Sale, Sotheby's Belgravia, 27 March 1973, lot 161, sold for £8,000

Sale, Sotheby's Belgravia, 27 March 1973, lot 161, sold for £8,000 with Oscar and Peter Johnson

Sale, Sotheby's Belgravia, 18th March 1980, lot 9, sold for $\pounds10,000$ Private Collection

Sale, Christie's London, 14 March 1997, lot 85, sold for $\pounds44,000$ with Richard Green Fine Paintings Ltd., London

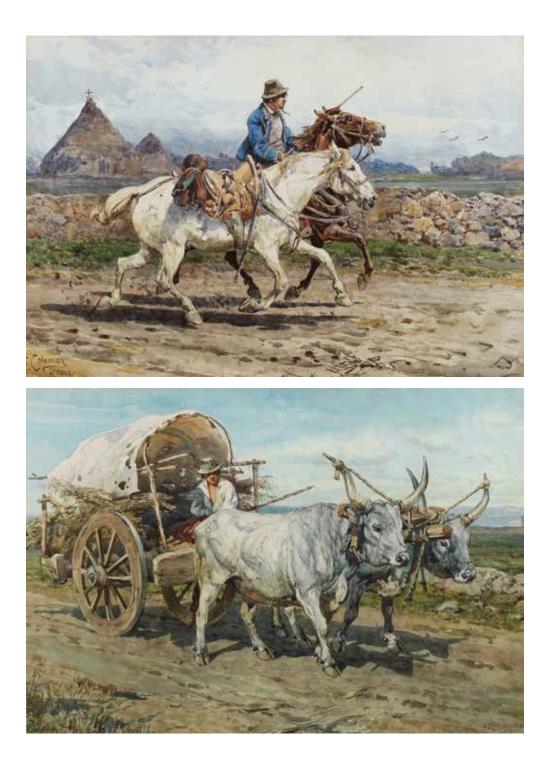
Exhibited

London, Royal Academy, 1859, no.262, as Venice

Literature

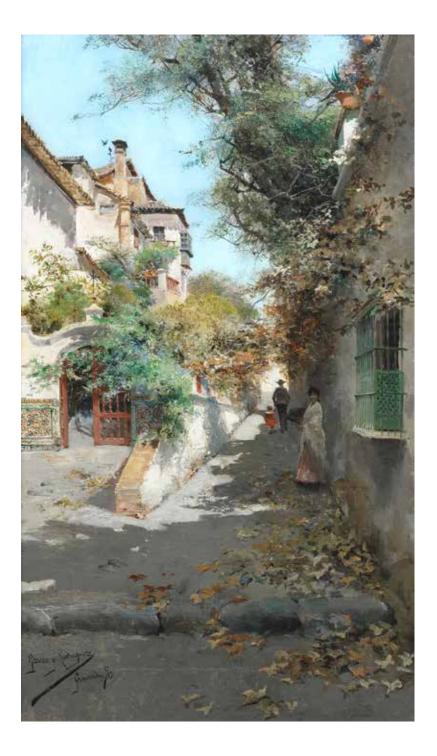
John Munday, *E.W.Cooke* 1811-1880, *A Man of his Time*, Woodbridge, 1996, cat. no. 58/21, page 351, as *Venice, trabaccoli with wood, San Giorgio and the Dogana*, illustrated in colour, plate 130, page 191 - 'Fuel had to be imported into Venice in large quantities, giving Cooke serious subject matter in these bulky vessels'.





ENRICO COLEMAN (ITALIAN, 1846-1911) Oxen carting hay; Buttero riding in the Roman Campagna a pair, one signed '.E.Colema[n]' (lower right), the other signed and inscribed 'E Coleman/Roma.' (lower left) pencil and watercolour each 32.6 x 47cm (12 13/16 x 18 1/2in). unframed (2)

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800



26 *

MANUEL GARCÍA Y RODRÍGUEZ (SPANISH, 1863-1925) Street scene in Granada signed, inscribed and dated 'Garcia y Rodriguez/Granada 90' (lower right) oil on canvas 45.5 x 26.5cm (17 15/16 x 10 7/16in).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000 Provenance

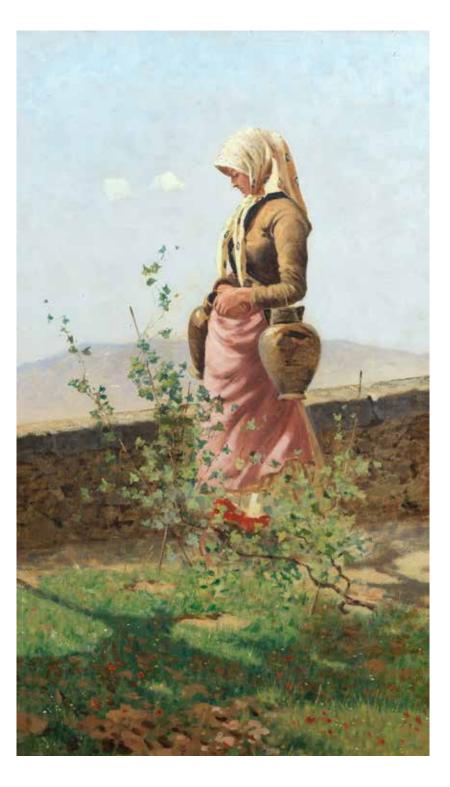
with Mandell's Gallery, Norfolk Property of a deceased's estate



27 ANGIOLO TOMMASI (ITALIAN, 1858-1923)

Giardino con donna signed 'Angiolo Tommasi' (lower right) oil on canvas 43.5 x 66.5cm (17 1/8 x 26 3/16in).

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000



28 W **ANGIOLO TOMMASI (ITALIAN, 1858-1923)** Donna con brocche oil on canvas 75.5 x 45cm (29 3/4 x 17 11/16in).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000



29 W GIOVANNI BATTISTA TORRIGLIA (ITALIAN, 1858-1937) A discerning eye signed 'GB.Torriglia' (lower right), signed and inscribed with artist's address on a label on the reverse oil on canvas 111 x 80cm (43 11/16 x 31 1/2in).

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000



30 * W **SIMON DURAND (SWISS, 1838-1896)** End of the school day signed 'S. Durand.' (lower right) oil on canvas 70.5 x 61cm (27 3/4 x 24in).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000



31 ANTONIO ERMOAO PAOLETTI (ITALIAN, 1834-1912) Apple sellers signed 'Antº. Paoletti fu Giovⁿⁱ./Venezia.' (lower right) oil on canvas

£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000

84 x 52cm (33 1/16 x 20 1/2in).



32 W GAETANO BELLEI (ITALIAN, 1857-1922) Off to the Masquerade signed and inscribed 'Modena/Bellei G' (lower right)

oil on canvas 95 x 72cm (37 3/8 x 28 3/8in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000



33

CESARE AUGUSTE DETTI (ITALIAN, 1847-1914)

The Fishing Party signed, inscribed and dated 'C. Detti. 1875/ Roma' (lower right) oil on panel 32 x 40.5cm (12 5/8 x 15 15/16in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000

Provenance Private collection, UK

34

FRÉDÉRIC SOULACROIX (FRENCH, 1858-1933) Her music lesson

signed and inscribed 'F. Soulacroix/Florence' (lower right) oil on canvas 70.3 x 40cm (27 11/16 x 15 3/4in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance with Haynes Fine Art, Broadway Private collection, UK



35 W ORESTE CORTAZZO (ITALIAN, 1836-1910) A musical soirée

signed 'CORTAZZO.' (lower right) oil on canvas 70 x 106cm (27 9/16 x 41 3/4in).

£40,000 - 60,000 €56,000 - 84,000 US\$63,000 - 94,000

Provenance

with Rayner MacConnal, London Private collection, UK

Oreste Cortazzo was born Naples in October 1830. He started his professional career working with his father Michel Cortazzo, but after meeting Léon Bonnat in Rome in the late 1850s, he decided to move to Paris to continue his training in Bonnat's atelier. Most of his professional life was subsequently spent in France where he specialised in highly detailed historical and genre scenes, many painted on commission for the renowned art dealer Adolphe Goupil.

His sentimental narrative compositions proved highly popular with the rising bourgeoisie and he exhibited frequently at the Salons between 1874 and 1885, and also at the Exposition Universelle in 1878 and again in 1889.

An eclectic artist, Cortazzo was also a print maker and illustrated books by Balzac, Eugène Muller and Guy de Maupassant. Together with Lodovico Marchetti and Lucio Rossi, he also provided drawings for a lavish illustrated edition of Shakespeare's Romeo and Juliet, published in London around 1900.



Ferdinand Mulnier, photograph of Oreste Cortazzo





36 VICTOR-GABRIEL GILBERT (FRENCH, 1847-1933)

Son premier parapluie signed 'Victor Gilbert' (lower left) oil on panel 26.5 x 35cm (10 7/16 x 13 3/4in).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400



37

EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)

Grandmother's tales signed 'EZampighi' (lower right) oil on canvas 62 x 47.5cm (24 7/16 x 18 11/16in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000



38 W

JAMES BAKER PYNE (BRITISH, 1800-1870) The Bay of Palermo signed, inscribed and dated 'JB PYNE. 1863.N°.668.' (lower right) oil on canvas 66 x 91.5cm (26 x 36in).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400



39 * W GEORGE CHAMBERS, SNR. (BRITISH, 1803-1840) Margate signed and dated 'GChambers1837.' (lower left) oil on canvas 96 x 138cm (37 13/16 x 54 5/16in).

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000 George Chambers returned to this view of Margate repeatedly, starting with a version first exhibited in 1834. This version was painted in 1837 and an engraving of the subject made in 1838 by J.T.Willmore.

Literature

Alan Russett, *George Chambers; His Life and Work* Woodbridge, Antique Collectors Club, 1996, p.110



40 W JOHN LINNELL (BRITISH, 1792-1882) Woodcutters signed and dated 'J Linnell 1874' (lower right) oil on canvas 79.5 x 107cm (31 5/16 x 42 1/8in).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400

Provenance

Sale, Christie's London, 4 October 1973, lot 19, sold for $\pounds1,500$ Private collection, UK

Exhibited

London, Royal Academy, 1874, no.528



41 **JOHN LINNELL (BRITISH, 1792-1882)** The brook signed and dated 'J Linell 1861' (lower right) oil on panel 49 x 60.5cm (19 5/16 x 23 13/16in).

£5,000 - 8,000 €7,000 - 11,000 US\$7,800 - 13,000



42 * W

FREDERICK GOODALL, RA (BRITISH, 1822-1904) Feeding the swans signed with monogram and dated 1865 (lower right) oil on canvas 82 x 122cm (32 5/16 x 48 1/16in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000

Provenance with Cooling Galleries, London Private collection, UK



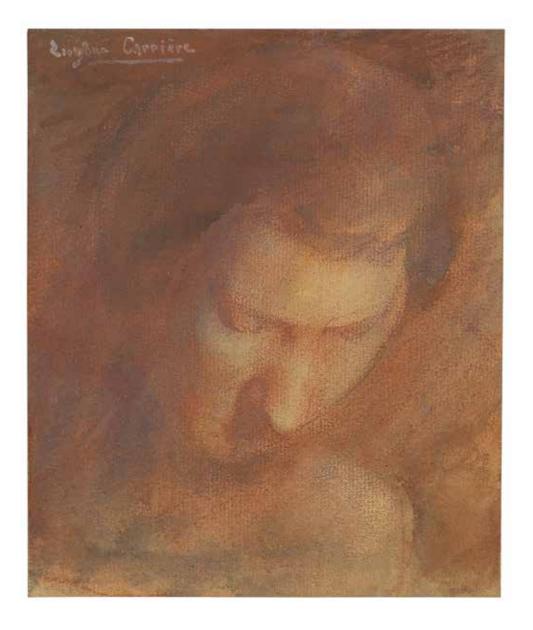
43

HENRY NELSON O'NEIL, ARA (BRITISH, 1817-1880)

The departing soldier oil on canvas 35 x 30cm (13 3/4 x 11 13/16in). oval

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000 The present lot bears similarities in composition to two figures kissing in the upper left corner of O'Neil's iconic *Eastward ho! August 1857* (RA 1858, no.384). O'Neil was known to have painted several versions of the complete work, together with its pendant '*Home Again, 1858* (RA 1859, no.400), as well as a number of 'considerably modified' studies, of various sizes.¹

¹Exhibition catalogue, *Great Victorian Pictures*, Arts Council of Great Britain, 1978, pp.62-63



44 EUGÈNE CARRIÈRE (FRENCH, 1849-1906)

A portrait, thought to be of Paul Gauguin signed 'Eugène Carrière' (upper left) watercolour and chalk 18 x 15cm (7 1/16 x 5 7/8in).

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800 Eugène Carrière painted a portrait of Paul Gauguin in oil in 1891 (Yale University Art Gallery, gift of the estate of Fred T. Murphy, B.A. 1897). Carrière was a leader of the Secessionist movement in Paris and also painted portraits of his great friend Rodin and other leading artists of the day. The *tenebroso* handling of the light, brown monochrome colouring and Leonardoesque sfumato softening of the contours of the face are defining characteristics of his style.

A major figure on the artistic scene of fin-de-siècle Paris, his reputation is being re-established following exhibitions in Strasbourg in 1996 and le Musée d'Orsay in 2006.

We are grateful to Véronique Nora-Milin for authenticating the present lot after first hand inspection. The lot will be sold with the certificate of authenticity.

45 SIR EDWIN HENRY LANDSEER, RA (BRITISH, 1802-1873)

A sketch of a lady sleeping dated 'Sept. 13^{th} 1829' (lower right) graphite and chalk $18 \times 26cm$ (7 1/16 x 10 1/4in).

£5,000 - 8,000 €7,000 - 11,000 US\$7,800 - 13,000

Landseer was known to spend Autumn in Scotland in this period as a guest of the Duke and Duchess of Bedford, at their house in Doune and further north at their estate at Glenfeshie. The current lot could possibly depict one of their daughters in a ball-gown.

We are grateful to Richard Ormond for his assistance in cataloguing this lot.



46

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

A self portrait in profile inscribed and signed 'affectionately yrs/John Everett Millais' (lower centre) pen and ink 18.5 x 11.5cm (7 5/16 x 4 1/2in). unframed

£1,000 - 1,500 €1,400 - 2,100 US\$1,600 - 2,300

Provenance

Given by Sir John Everett Millais to the Caird family Thence by descent

Exhibited

Dundee, McManus Galleries, 2008 Dundee, University of Dundee, *Noel Paton and the Pre-Raphaelites: Scottish Collections and Connections*, 2011

This spontaneous self-portrait was given by the artist to his brotherin-law, James K. Caird and his wife Sophie (née Gray). Millais married Effie Gray, Sophie's elder sister in 1855, after her ill-fated marriage to John Ruskin was annulled. This assured drawing shows Millais at an age when he was at the height of his powers.



47 WALTER CRANE (BRITISH, 1845-1915)

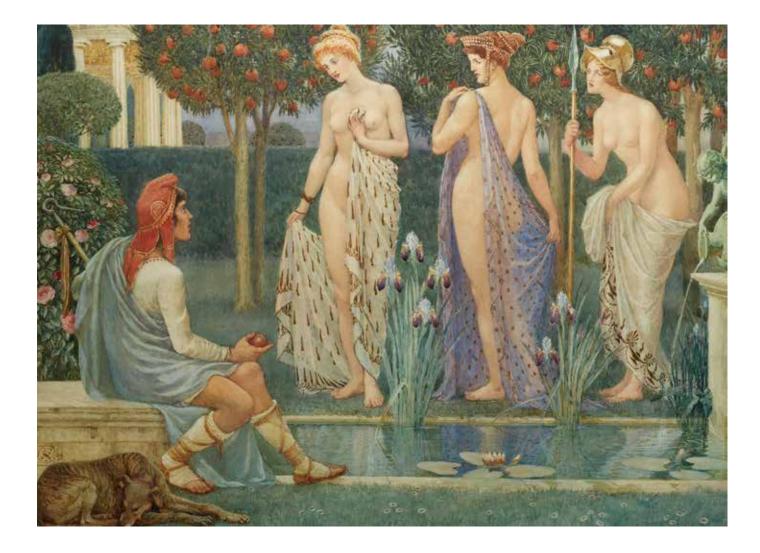
The Judgment of Paris signed with monogram and dated '09' (lower left) watercolour with scratching out on wove paper laid down on canvas $56 \times 76.5 cm$ (22 1/16 x 30 1/8in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance

Sale, Sotheby's London, 19 February 1936, lot 33 James Nuire Private collection, UK Walter Crane's work both as an illustrator and as an artist spanned a period in British art when the debate surrounding art's role in society, or 'art for art's sake' informed so much of what was produced. He is at the centre of many movements and trends that dominated the British art scene from 1860 to 1900, such as the Arts and Crafts movement, Aestheticism and the breakaway of the Grosvenor and New Galleries, the rise of illustrated children's literature, and the well-intentioned strain of socialism that William Morris propounded throughout his career. He was a key figure in all these themes and stayed true to them till his death in 1915.

Crane's early easel paintings were inspired by literature or mythology and are Pre-Raphaelitesque in their attention to detail. By the time the present lot was painted his painting style had become slightly broader although his preference for allegory and mythological subjects had not waned. *The Judgment of Paris* shows the three goddesses Hera, Aphrodite and Athena lined up before Paris who holds the golden apple as the prize for the fairest.



PROPERTY OF THE MORRIS AND HELEN BELKIN ART GALLERY, THE UNIVERSITY OF BRITISH COLUMBIA, SOLD TO BENEFIT THE ACQUISITIONS FUND

48 *

GEORGE FREDERIC WATTS, OM, RA (BRITISH, 1817-1904)

Portrait study: Fireside Stories oil on canvas 75 x 43cm (29 1/2 x 16 15/16in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance

Remaining in the artist's collection at the time of his death; Sale, Christie's London, 20 April 1907, lot 126, titled *Fireside Stories* and noted as painted in 1899, sold on behalf of the artist's executors, purchased by Gooden for 200 guineas The Right Hon John Frederick Cheetham Sale, Christie's London, 15 June 1923, lot 85, purchased by Nicholson for 170 guineas Mrs. Elizabeth Rogers

Bequeathed by Mrs. Elizabeth Rogers to the University of British Columbia in 1960, and then hung at the University's Fine Arts Gallery (now the Morris and Helen Belkin Art Gallery, Vancouver)

Exhibited

London, Bermondsey Settlement, Fine Arts Exhibition, (probably in 1901)

London, Royal Academy, *Works by the Late George Frederick [sic] Watts, R.A., O.M. and the late Frederick Sandys*, Winter Exhibition, 1905, no.225, titled *A Portrait Study*, noted as being lent by the artist's executors, painted in 1898 and described as 'Half-length figure of a girl, in white drapery, seated to r., her right arm resting on a balustrade'

Manchester, G.F. Watts Memorial Exhibition, 1905 Vancouver Art Gallery

Vancouver, Morris and Helen Belkin Art Gallery, *Faces: Works from the Permanent Collection*, 14 January-5 June 2011

Literature

G. F. Watts, *Catalogue of his Works compiled by his Widow*, manuscript, vol.I, p.119, listing and describing this oil as 'Portrait Study. *Fireside Stories* (so named after the painter's death.), sold by the executors of G. F. Watts by Messrs. Christie and Manson 1907. Date 1898. exhibited at the Royal Academy and Manchester 1905.' *The Times*, 18 April 1907, p.15, with a review of the 1907 sale, noting 'The Watts pictures belonging to the family are comparatively unfamiliar; they include *Fireside Stories*, *The Daughter of Herodias* and five others".



George Frederic Watts



When this delicate and highly personal oil was recorded in *G. F. Watts, Catalogue of his Works compiled by his Widow*, it was explained that the subject was 'suggested to Mr. Watts one winter evening at Limnerslease, as Miss Lilian Mackintosh sat beside him listening to reading'. Watts's widow Mary also noted that the painting's original title was *Portrait Study* but after the artist's death it came to be known as *Fireside Stories*. As its dual title implies, the work can be appreciated both as a portrait as well as a subject painting. In itself this adds to the painting's significance since Watts, who was the most accomplished Victorian portraitist, was similarly acclaimed for his visionary subject works. This oil demonstrates the artist's prowess in both fields and above all encapsulates his infinite skill in describing serenity and deep emotion through a symphony of delicate form and colouring that echoes the warmth of a homely fireside.

As Mary Watts cites, the inspiration for the work was Lilian Mackintosh (1879-1972) who was the orphaned love child of Major-General Henry Dyett Abbott (1816-92) and Alice Maud Mackintosh (1853-82). In about 1889 Lilian was befriended by the artist and his wife and in due course became their adored adopted daughter. In 1890, shortly before Lilian became their ward, George Frederic and Mary Watts leased land at Compton near Guildford in Surrey. There they commissioned Ernest George to build a handsome house named Limnerslease where, according to Mary Watts, this oil was executed in 1898. In 1903 Watts created a purpose built gallery abutting their home and moved all his paintings and sculptures from his former London home and gallery at Little Holland House to the Compton Gallery. It was officially opened to the public on 1st April 1904, exactly three months before the artist's death at Compton on 1st July 1904.

In 1906 Lilian Mackintosh married Michael Chapman; they later lived for a while in Toronto, a few years before he was killed in action at Ypres in 1918. Their son Ronald Chapman shared his parent's admiration for Watts and subsequently wrote a biography on the artist The Laurel and the Thorn (1945). Lilian, who brought joy into George Frederic and Mary Watts's later lives, often featured in family photographs, on one occasion wearing her Roedean school uniform seated beside the artist in a field and on another with Mary Watts as they peer over a cliff top fence. Watts delighted in painting Lilian's refined, slightly angular features that shone out beneath a thick crown of golden hair that, as we see here, tended to curl up at the ends. Among a number of likenesses of her by Watts is a sensitive head study executed in 1895 (Walker Art Gallery, Liverpool) as well as a much larger three-quarter length portrait of her wearing a bonnet and holding a basket of roses (1904; Watts Gallery, Compton). She also modelled for several of his subject works including A Dedication (1898-9, Watts Gallery, Compton), exhibited at the New Gallery in 1899 and again for his equally large 1901 Royal Academy exhibit In the Highlands. The latter was painted during a holiday to Scotland when the Watts family were staying with Mary's half-brother Edward Fraser Tyler on the shores of Loch Ness. Like the present oil, it held happy memories for Watts and as a treasured possession remained with him until his death until both were subsequently sold by his executors in 1907.

Fêted in his day, Watts was an innovator and visionary artist whose repertoire included historical, religious and allegorical works as well as a large body of portrait paintings. Among his sitters were some of the most important and influential figures of his day from Thomas Carlyle and John Stuart Mills to Alfred Lord Tennyson and Frederic Lord Leighton who with many others featured in Watts's Hall of Fame which formed the core of the National Portrait Gallery after its foundation in 1856. Although male sitters dominated Watt's canvases, he was a great admirer of beautiful young ladies. Among them was the celebrated young actress Ellen Terry, who thirty years his junior, married him in 1864 though their marriage lasted barely a year. Ellen Terry modelled for a number of works during the early 1860s including the figure of *Ophelia* as well as for his more famous oil *Choosing*

(Royal Academy, 1864; National Portrait Gallery, London). Parallels can be drawn between the latter and the present oil, notably that both are head and shoulder studies of golden haired teenage girls whose upturned heads are shown in profile. In *Choosing* Ellen Terry looks upward to smell one of a number of crimson red camellias that surround her while in the present lot, Lilian's more hidden profile is similarly offset by a deep crimson background that in turn suggests the warm glow from the nearby fire. Comparisons can also be made between the present work and another earlier oil *Sir Galahad* (of which there is a large version at Eton College as well as The Fogg Art Gallery) in which Arthur Princep, the fair haired teenage son of Watts's great friends Thoby and Sara Princep, modelled for the figure of Sir Galahad as he stands in profile beside his horse.

Portrait Study: Fireside Studies was acquired at Watts's deceased sale in 1907 by Gooden, almost certainly the London art dealer Stephen Thomas Gooden (1856-1909) of Pall Mall who in 1903 set up a partnership with F. W. Fox to become Gooden and Fox. It is assumed that they then sold the oil to the Right Hon John Frederick Cheetham (1835-1916) who was its next owner. In 1887 he married Beatrice Emma Astley, the great granddaughter of the society portrait painter John Astley. Cheetham was himself an accomplished amateur artist who recorded his visits to India, the Himalayas and annual trips to the Alps. Much of John Frederick's wealth stemmed from his mill-owning grandfather George Cheetham, which allowed him and his wife ample scope to indulge their passion for building up a fine art collection, much of which they bequeathed to form the corpus of the Astley Cheetham Art Gallery in Stalybridge, Cheshire, close to their home at Eastwood. The Cheethams subsequently moved from Cheshire to Dunkinfield Lodge near Bournemouth, where John Frederick died in 1916. His deceased sale, held on 15th June 1923, featured fifteen works including those by David Cox, Frederic Lord Leighton, John Brett, and William Blake Richmond as well as three oils by Watts: Apple Blossom, The Carrara Mountains and the present work.

As noted in a marked sale catalogue in the Courtauld Library, when Watts's oil was sold at Cheetham's sale in 1923, it was bought by 'Nicholson'. Whether the latter was Beatrice Emma Cheetham's sister Mrs. A. W. Nicholson who lived at Dunkinfield Manor, close to the Cheetham's home at Dunkinfield Lodge is uncertain. This aspect will need to be researched for it is also asserted that Watts's oil was acquired at the 1923 sale by Mrs. Elizabeth Rogers (1877-1960), wife of Jonathan Rogers (1865-1945), who we know was the next owner of the work. Elizabeth Rogers, née Hughes came from Oswestry, close to her husband's ancestral home in Denbigh, Wales. Having left Wales he arrived at Vancouver on its first passenger train in May 1887. Fifteen years later Jonathan and Elizabeth were married and subsequently lived close to Vancouver's Stanley Park in a large and elegant house in Nelson Street named Argoed, (the Welsh name for 'beside the wood'). Jonathan acquired much of his considerable wealth as a property developer and contractor; he also acted as a city councillor and was one Vancouver's longest serving Park Board Commissioners (1908-34). When he died in 1945 he left \$100,000 to develop a park in the vicinity of Broadway and Cambie Street, which was finally opened in 1959 and was named the Jonathan Rogers Park. Jonathan was a keen artist who with Elizabeth shared a passion for the arts, both as collectors and patrons, sometime loaning paintings from their collections to the Vancouver Art Gallery. Like her husband Elisabeth Rogers was involved in property development as well as civic life, to become one of the founders and early benefactors of the Vancouver Art Gallery and the Symphony Society. When she died Mrs. Rogers bequeathed a number of her paintings to the University of British Columbia including portraits of her and her husband by P. A. Hay, a landscape by Sir David Murray, as well as the present lot (then titled Ellen Terry).

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



OTHER PROPERTIES

49 SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898) A kneeling figure; Luna watercolour and pencil with scratching out *each 13.5 x 13.5cm (5 5/16 x 5 5/16in).* framed as one

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

Provenance Charles Fairfax Murray Private collection, UK

Exhibited

London, Burlington Fine Arts Club, *Drawings and Studies* by Sir Edward Burne-Jones, Bart., 1899, no.187

These watercolours could initially have been conceived as tile designs dating from the 1860s. It has been suggested the kneeling figure might relate to the story of Hero and Leander, with Hero kneeling to light the flame that would guide Leander across the Hellespont.



50

FREDERIC, LORD LEIGHTON, PRA (BRITISH, 1830-1896) Nicandra

titled 'Nicandra' on reverse oil on canvas 27 x 22cm (10 5/8 x 8 11/16in).

£60,000 - 80,000 €84,000 - 110,000 US\$94,000 - 130,000

Provenance

with Thomas Agnew & Sons Ltd., London with J S Maas & Co Ltd., London, 1973, bought by the present owner Private collection, UK

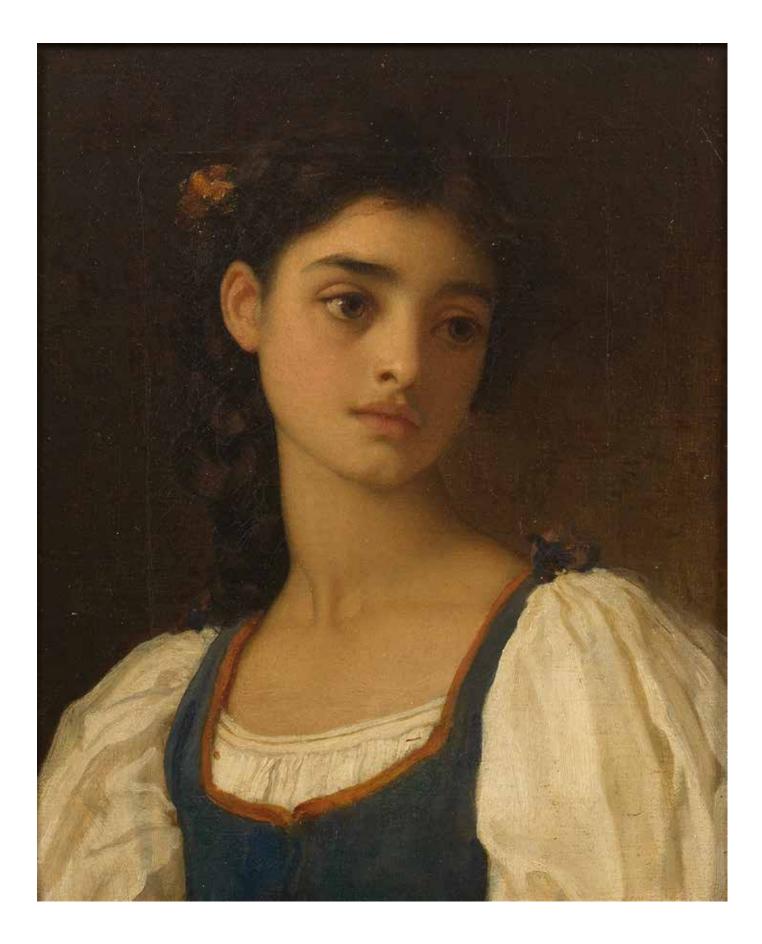
Exhibited

London, Grosvenor Gallery, 1879, no.104

Literature

Ernest Rhys, Frederic Lord Leighton - An Illustrated Record of his Life and Work, 1898, p.127 Mrs Russell Barrington, The Life, Letters and Work of Frederic Leighton, 1906, p.388 Leonee and Richard Ormond, Lord Leighton, 1975, p.165, cat. no.264 This enchanting portrait forms part of a larger series of informal portrait studies undertaken by Leighton in the late 1870s. *Nicandra* was probably painted in the Autumn of 1878 during Leighton's trip to Lerici to visit his friend the artist Giovanni Costa. The model's tanned skin, her informal yet beautiful appearance, her large brown eyes and tilted head all contribute to the overall effect of simple harmony. Leighton enjoyed the challenges of portraiture freed from the constraints of commissions and demanding patrons.

After painting this portrait Leighton heard the news of the death of Sir Francis Grant, President of the Royal Academy. Upon Leighton's return to London in October 1878 he was elected as the next President, he would go on to become the only British artist ever to be elevated to the Peerage.



51 W **ROBERT BARRETT BROWNING (BRITISH, BORN 1846)** Before the mirror

signed and dated 'R'. BARRETT BROWNING . 1887' (lower left) oil on canvas 209.5 x 129cm (82 1/2 x 50 13/16in).

£40,000 - 60,000 €56,000 - 84,000 US\$63,000 - 94,000

Provenance

with Galerie Remmler & Co., Liepzig Sale, Sotheby's London, 13 June 1984, lot 129 with Richard Green, London Sale, Christie's New York, 30 October 1992, lot 272 Private collection, Belgium



Robert Barrett Browning, Dryope fascinated by Apollo, sold for £106,400, Bonhams London, 21 March 2006, lot 88

Robert Barrett Browning, known as 'Pen' Browning was the only child of the celebrated English poets Robert and Elizabeth Barrett Browning. He was born in March 1849 in Florence where his parents had resided since 1846.

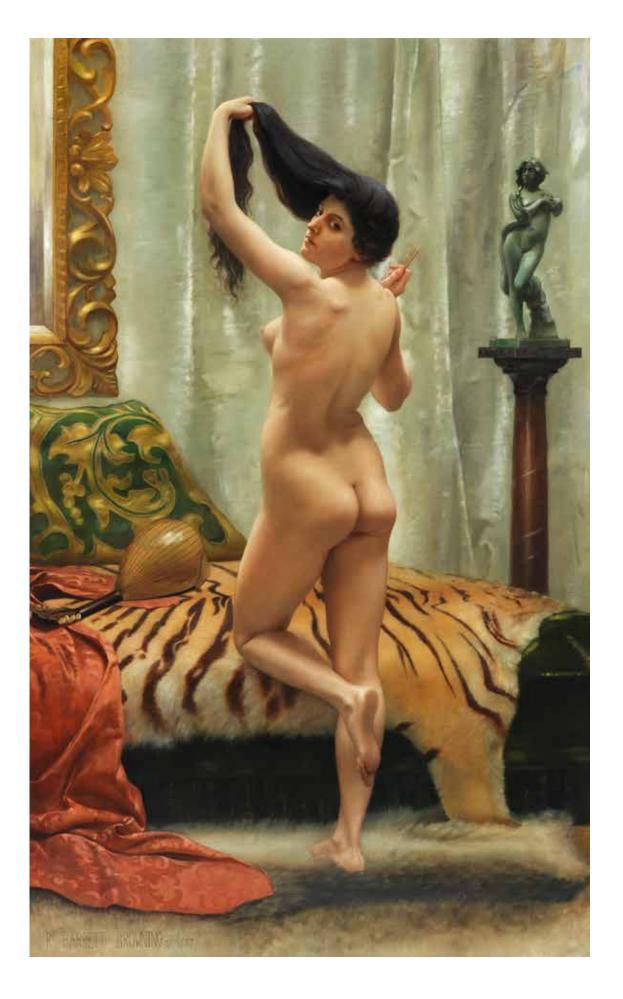
A cherished and somewhat over protected child, he was home schooled by his father until 1861, when, after the death of his mother, he was sent back to England to further his studies. He attended Oxford University, first at Balliol and then Christ Church College, but proved more able on the games field and the river than in the classroom; he left without taking a degree.

In the autumn of 1873, Pen was staying at Birnam in Scotland with his father's friend Sir John Everett Millais, when as the artist Felix Moscheles recounted "whilst Millais was painting his picture of 'Scotch Firs,' his young friend made a study of the same subject, which gave evidence of so much talent that Millais unhesitatingly advised him to devote himself to art".

Pen and his father embraced the idea and Moscheles recommended a teacher in Antwerp, the Dutch painter Jean-Arnould Heyermans. The recommendation was followed, and on 17 January 1874, Pen left London for the Belgian city. In April 1878 his painting, "A Worker in Brass" was exhibited at the Royal Academy in London and sold for £300, he continued to exhibit at the RA until 1884, and at the Grosvenor Gallery until 1889. From January to April of 1882, Pen studied life modelling with Auguste Rodin in Paris and soon after produced a bronze bust entitled "An Italian Model" which was exhibited in 1883 at the R.A. The following year Pen submitted a life-size bronze statue of the maiden Dryope fascinated by Apollo in the form of a serpent, (sold at Bonhams, lot 88, 21st March 2006), however it was considered indecent and, consequently, not accepted. When it was turned down by the Grosvenor as well, Robert Browning interceded on his son's behalf and although the Grosvenor had made it a policy not to take any work the RA had rejected, in this case they made an exception.

In October 1887 Browning married the American heiress, Fannie Coddington and returning to Venice after their honeymoon, they bought and restored the Palazzo Rezzonico, one of the great palaces on the Grand Canal in Venice. In November 1889 the couple were joined by Pen's father, however the poet developed a cold which quickly turned into severe bronchitis and he subsequently died in December. The marriage however did not prove happy and after Robert's death the couple grew further apart. The couple's attempt to have children ended in two miscarriages, and Fannie's physical and mental health were apparently affected thereafter. Rumours of an affair between the artist and one of his models, Ginevra Biagiotti alienated Fannie even more and the couple separated in 1893.

Pen's career also underwent a change after the death of his father; his failing eyesight meant that he became less able to work and began to concentrate on the restoration of Palazzo Rezzonico. Increasingly isolated, and with only his servants and a menagerie for company, Pen eventually sold the Palazzo in 1906 and thereafter divided his time between two other homes in Italy, the Torre all' Antella, near Florence, and Asolo. In 1911 his health began to deteriorate and he died following an asthma attack on 8th July 1912.



52 * JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893) Swanston Street, Melbourne signed 'Atkinson Grimshaw/F 12.' (lower right) oil and mixed media on canvas 46 x 68.5cm (18 1/8 x 26 15/16in).

£100,000 - 150,000 €140,000 - 210,000 US\$160,000 - 230,000

A tradition attached to this painting is that Grimshaw spent some time in Australia for health reasons around 1890-91 and painted this scene for the owners of the Athenaeum Club where he stayed. In fact when asked about this by the present author in 1986 the artist's grandson Guy Phillips had no knowledge of such a visit. An examination of the actual painting would support this point of view and would suggest that the scene was produced after seeing a contemporary photograph of the street possibly sent to Grimshaw by the resident owners of the Athenaeum club in Melbourne. Comparison with a contemporary photograph of Swanston Street circa 1880 show some notable changes in Grimshaw's view from the actual street scene, mainly the omission of a much higher building on the left hand side. Also supporting the view that Grimshaw transformed the subject into his own is the fact that in the photograph we can see horse drawn wide trams as well as carriages which Grimshaw has replaced with the usual vehicles to be seen in his familiar street and dock-side views.

Most of Grimshaw's views of contemporary urban life began in the 1880s and proved very popular with the new middle classes who wanted the city centre paintings to be shown in a way that transformed the actual scene to create a softer effect, less modern and new, using light and shadows. In his quest for realism the artist mixed grit into the paint in the foreground to suggest the muddy road with its puddles and carriage ruts. The paint in the present lot is applied thinly with characteristically blotchy patches of colour on the walls of buildings on the right and we can see the usual drawn outlines of receding buildings in the distance. As usual in this type of composition Grimshaw is a master at suggesting evening light with the shop windows glowing to show the wares inside and a glow from the sky combining with the street lights and shop window displays to create an animated scene. **It is possible that the artist's son Louis helped with the figures** which give the street a lively, animated presence.

We are grateful to Alexander Robertson for his assistance in cataloguing this lot.



53 JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893) The Crescent

signed and dated 'Atkinson Grimshaw 1871+' (lower right), signed, dated and inscribed 'Landscape picture. [in the possession of C. Linsley Esq/painted February 1st 1871./and called "The Crescent"/ Atkinson Grimshaw/Knostrop Old Hall/Leeds' on reverse oil on board 24.5 x 29cm (9 5/8 x 11 7/16in). in an oval slip

£15,000 - 20,000 €21,000 - 28,000 US\$23,000 - 31,000

Provenance

with The Fine Art Society Ltd., London, 1979, where purchased by the present owner Private collection, UK

This painting appears to be the last of a small number of oval shaped pictures produced by Grimshaw in his first decade as an artist. It also marks a significant move away from the brighter more sharply defined images of his early landscapes to a world of shadows and night-time mysteries. From the early 1870s and the renting of Knostrop Old Hall in Leeds Grimshaw began to imbue his art with a deep vein of poetry and romantic feelings. His love of the romantic poets became stronger and he seized upon their frequent depiction of the moon in their poetry. Shelley's *To The Moon* being one example. In this painting we see a very simple homestead with two figures going about their work while increasing darkness envelops the scene. The crescent moon is just peaking over the crest of the mountain. The very simplicity of the composition lends itself to the mood of solitude, almost a Samuel Palmer-like intensity of feeling. A very powerful effect in such a small painting.

We are grateful to Alexander Robertson for his assistance in cataloguing this lot.





54 IOHN ATKINSON CRIMSHAW

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Autumn afternoon signed and dated 'Atkinson Grimshaw/89' (lower right) oil on board 48 x 35.5cm (18 7/8 x 14in).

£40,000 - 60,000 €56,000 - 84,000 US\$63,000 - 94,000

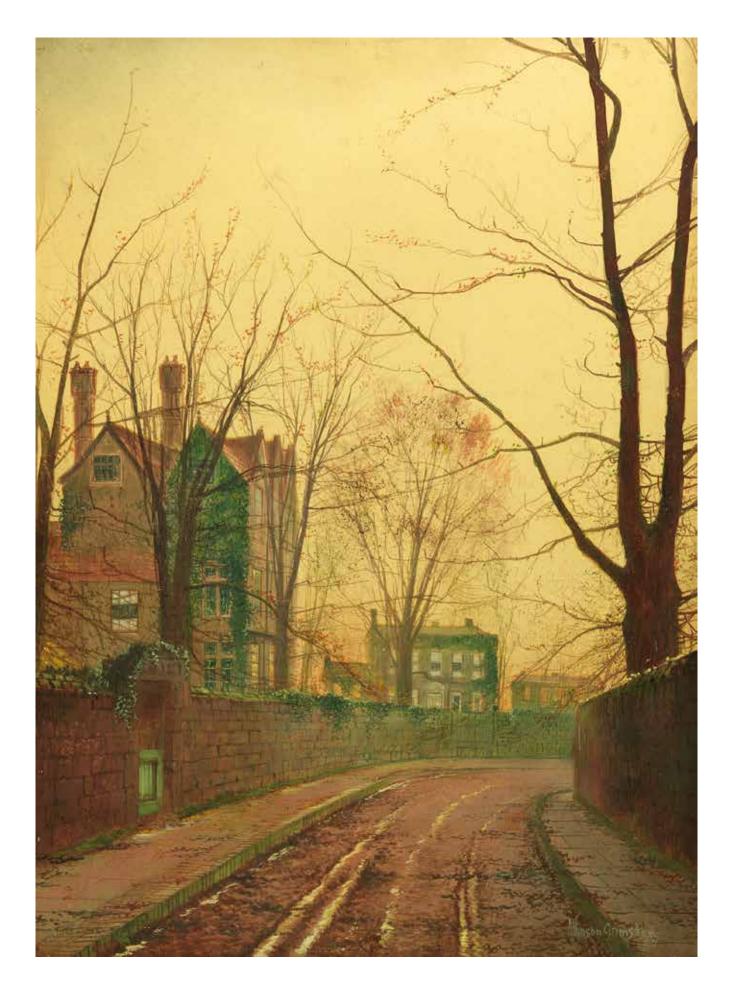
Provenance

Private collection, UK

A label on the reverse suggests the location is near Austhorpe Hall, Leeds.

By the time of this picture Grimshaw had been using and endlessly refining the subject of the suburban lane for almost twenty years. There was certainly something in the artist's psyche which drew him to paint empty or barely inhabited locations. It is a tantalising fact that although some streets look identifiable the buildings are composites of different homes. As so often in a Grimshaw painting the real subject is the overall mood suggested by the colour harmonies where the artist shows great skill in suggesting the still, cool and chilly atmosphere of an autumn day. After a career of almost thirty years, the artist is here able to add in as much detail or simplify where he needs to in order to achieve his effects. The ivy on the walls, the ruts in the road, the bare branches of the trees silhouetted against the light and above all the pale yellow of the sky all contribute to create a quintessential Grimshaw.

We are grateful to Alexander Robertson for his assistance in cataloguing this lot.





55 W

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

An old Worcester farm, an October day after rain signed and dated 'B.W.LEADER 1888' (lower left), faintly inscribed in pencil with title on stretcher oil on canvas 46 x 76.5cm (18 1/8 x 30 1/8in).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400



56 W **ALFRED DE BRÉANSKI SNR. (BRITISH, 1852-1928)** At the foot of Ben Nevis, N.B. signed Alfred de Bréanski (lower right)

oil on canvas 76 x 128cm (29 15/16 x 50 3/8in).

£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000



57 * W

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Llanberis, North Wales signed and dated 'S R Percy 1871' (to the rock, lower left) oil on canvas 61 x 101cm (24 x 39 3/4in).

£15,000 - 20,000 €21,000 - 28,000 US\$23,000 - 31,000

Provenance with Mandell's Gallery, Norfolk Property of a deceased's estate



58 W SIDNEY RICHARD PERCY (BRITISH, 1821-1886) Loch Tay, Perthshire signed 'S. R Percy' (lower left) oil on canvas 61 x 96.5cm (24 x 38in).

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000

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

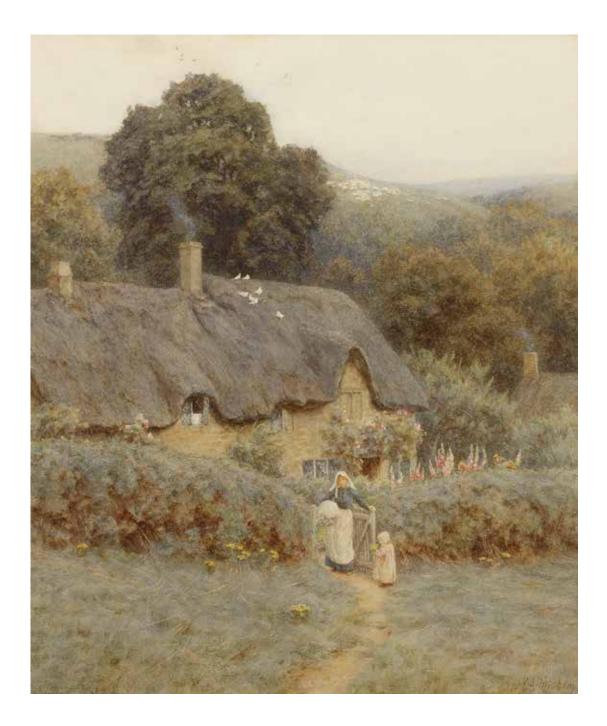


59 ENGLISH SCHOOL, LATE 19TH CENTURY A quiet spot bears signature and date 'T.B.KENNINGTON.1896' (lower right) oil on canvas

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

Provenance Private collection, Sweden

62 x 40.5cm (24 7/16 x 15 15/16in).



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

A Gloucestershire cottage under the Cotswold Hills signed 'H. Allingham' (lower right) watercolour 34.5 x 28.5cm (13 9/16 x 11 1/4in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

Provenance

Sale, Christie's London, 9 December 1932, Property of Mrs Methuen, 'A Cottage under the Cotswolds', purchased by Newman for £15 15s with Leggatt Brothers, London Private collection, UK Helen Allingham's watercolours of West Country subjects can be pin-pointed to the latter part of her career. Since she was widowed in 1889 and living in Hampstead, she had to paint six days a week to provide for her three children. Her hard work paid off and her watercolours became much sought after, she also represented Great Britain at international exhibitions. In the late 1890s she visited Gloucestershire to paint buildings that remained unrestored. It was an area not unfamiliar to the artist. As a young art student in the late 1860s she painted a view of Gloucester cathedral, another of Llanthony Priory and sketched around Whittington, when she visited her aunt in Prestbury.

We are grateful to Annabel Watts for her assistance in cataloguing this lot.



61 AR W FRANK PERCY WILD (BRITISH, 1861-1950)

Punting on the Thames signed 'F. Percy Wild.' (lower right) oil on canvas 112 x 88cm (44 1/8 x 34 5/8in).

£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance Private collection, Canada



62 LIONEL PERCY SMYTHE, RA, RWS, RI, ROI (BRITISH, 1839-1918)

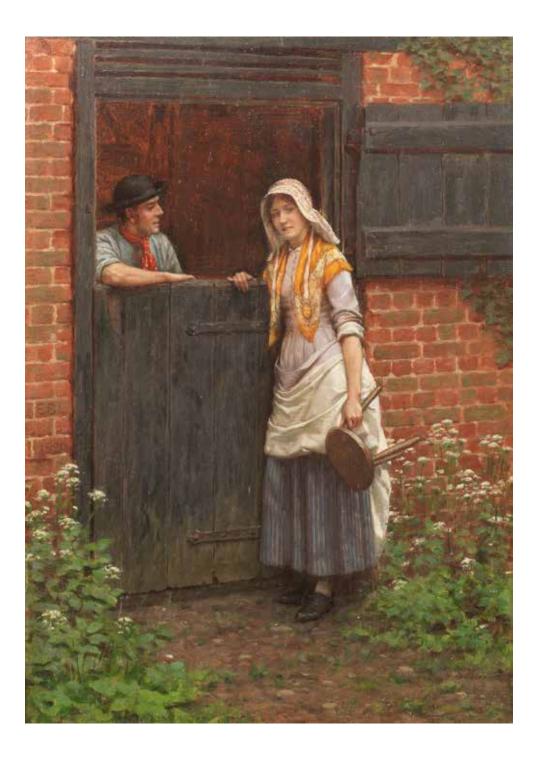
The garden, Chateau Honvault signed and dated '1898/Lionel Smythe' (lower left) oil on canvas $52 \times 73.5 cm$ (20 1/2 x 28 15/16in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000 **Provenance** Private collection, UK

Exhibited London, Royal Academy, 1899, no.68

Literature Royal Academy Pictures, 1899. p.131, illustrated

The present lot was painted from the artist's garden, near Wimille, a small town in the Pas-de-Calais areas of North-West France. The artist lived there from 1892 until his death in 1918.



63

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

An Oft Told Tale signed and dated 'EBL/1920' (centre left) oil on panel 35.5 x 25cm (14 x 9 13/16in).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400

Provenance

with Frost & Reed, London Sale, Anderson & Garland, Newcastle, 16 August 1988, lot 508 Sale, Sotheby's London, 14 December 1988, lot 138 with Eaton Gallery, London Sale, Auktionshaus Arnold Frankfurt, 5 April 2014, lot 510 Private collection, UK

Literature

Documented in the artist's personal records, gathered by his descendants from documents and letters from the estate

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.



64 W

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

What shall I say? signed and dated 'E.BLAIR LEIGHTON 1889.' (lower left), inscribed with title and artist's address on label on reverse oil on canvas $95.5 \times 50 \text{cm} (37.5/8 \times 19.11/16\text{in}).$

£30,000 - 50,000 €42,000 - 70,000 US\$47,000 - 78,000

Provenance

Private collection, UK

Literature

Alfred Yockney, *The Art Annual: The Art of E. Blair Leighton*, London, Virtue & Co, Christmas 1913, p.28 Documented in the artist's personal records, gathered by his descendants from documents and letters from the estate

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.



65

EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881)

Sheep, goat and poultry by a shelter in a hilly landscape signed and dated 'Eugène Verboeckhoven/f. 1874.' (lower left), signed and inscribed on a label attached to the reverse oil on panel $24.6 \times 33.2cm$ (9 11/16 x 13 1/16in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

66

PETRUS VAN SCHENDEL (BELGIAN 1806-1870) The night stall

signed and dated 'P. van Schendel./1859.' (lower left), signed and inscribed 'Je soussigné certifie avoir peint le tableau/ci-contre représentant: une jeune fille/merchandant de la volaille, effet de lumière/Bruxelles, le 29 juillet [1859]/P. van Schen[del]' on label on the reverse

oil on panel 30.3 x 24cm (11 15/16 x 9 7/16in).

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000

We are grateful to Dr Jan de Meere for confirming the attribution to Petrus van Schendel on the basis of a photograph.





67 W

EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881), AND ALEXANDER JOSEPH DAIWAILLE (DUTCH, 1818-1888)

Going to pasture

signed 'A.J. Daiwaille./Eugene Verboeckhoven' (lower left), inscribed 'Je certifie que le tableau/ci-contre est peint par/moi figures et animaux./Eugène Verboeckhoven./Bruxelles 1874 A.J.Daiwaille.' on the reverse oil on canvas 55.5 x 78.5cm (21 7/8 x 30 7/8in).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

68 ABRAHAM HULK (DUTCH, 1813-1897)

Fishermen at sunset; Shipping off the coast a pair, one signed 'A. Hulk. fec.' (lower right), the other bears signature oil on panel each 20.5 x 30.5cm (8 1/16 x 12in). (2)

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000





69 BAREND CORNELIS KOEKKOEK (DUTCH, 1803-1862)

Travellers passing a ruined castle in a stormy landscape signed and dated 'BC.Koekkoek ft/1835.' (lower left) bears collector's seal to the reverse oil on panel $34.8 \times 42.4 cm$ (13 11/16 x 16 11/16in).

£60,000 - 80,000 €84,000 - 110,000 US\$94,000 - 130,000

Provenance

Purchased by the great grandfather of the present owner Thence by descent Private collection, Italy

The collector's seal may be that of Emile van Becelaere

Barend Cornelis Koekkoek (1803-1862) was the most celebrated artist of his generation and regarded as the founding father of Dutch romantic landscape painting. During his lifetime he was known as the 'Prince of Landscape Painting' and his reputation remains unchallenged to this day.

Barend was the eldest son of the renowned marine painter Johannes Hermanus Koekkoek (1778-1851), from whom he received his earliest tuition. In 1822, at the age of 19 he was granted a scholarship by King Willem I of the Netherlands which enabled him to study at the Royal Academy of Visual Arts in Amsterdam. He studied there for four years under Jan Willem Pieneman (1779-1853) and the landscape painter Jean August Daiwaille (1786 – 1850), whose sister Koekkoek married in 1833. Even in these formative years, it was evident that Koekkoek's strength lay within this genre. Two years spent in the rural surroundings of Hilversum, in the company of a group of cattle and landscape painters strengthened this passion. His unique talent did not go unnoticed, with one of his summer landscapes awarded a gold medal by the Amsterdam society, Felix Meritis in 1829.

In 1833 Koekkoek married Elise Thérèse, the daughter of Jean August Daiwaille his former instructor at the Art Academy in Amsterdam. The Dutch countryside however failed to satisfy his romantic soul; he stated that his Fatherland boasted no rocks, waterfalls, mountains or romantic valleys and that proud, sublime Nature was not to be found in The Netherlands. As a result the artist moved to the old Ducal capital of Cleves, Germany in 1834, the year before this lot was painted, where the impressive river valleys, rock formations and ancient woods resonated with his romantic ideals perfectly. Under his leadership Cleves became the breeding ground for a new and influential school of landscape painting. Koekkoek's landscapes, varying from wide river valleys and woody views dominated by one or two giants oaks were very much in demand. Koekkoek founded his own academy there in 1841, where a number of young artists such as Johann Bernard Klombeck (1815-1893), Frederik Marinus Kruseman (1816-1882) and Lodewijk Johannes Kleijn (1817-1897) came to be tutored by the revered master. It was also in the same year that he published his seminal text *Herinneringen en Mededeelingen van eenen Landschapsschilder* (*Recollections and Communications of a Landscape Painter*).

His landscapes, particularly dating from the 1840s and 1850s are key to the development of Cleves Romanticism which can be summed up as a fusion of realism and a tendency to idealise Nature with remarkable detail. Our picture, which was painted in 1835 features many of the elements which distinguish Koekkoek's work. A ruined castle is highlighted against a threatening sky as the wind gusts and a storm gathers in the distance. The figures provide some narrative, but are to some degree incidental to the celebration of nature. Sadly in November 1859 Koekkoek suffered a major stroke which effectively ended his career as a painter. He died April 5, 1862, in his beloved town of Cleves.





70

FREDERIK MARINUS KRUSEMAN (DUTCH, 1816-1882)

Summer landscape with figures and cattle near a waterfall signed and dated 'FMKruseman. fc/ 1849.' (lower right) oil on panel 56 x 75cm (22 1/16 x 29 1/2in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000

Provenance

with P.A. Scheen Art Gallery, The Hague with Williams & Son, London Private collection, UK

Literature

Marjan van Heteren & Jan de Meere, *Frederick Marinus Kruseman* 1816-1882: Painter of Pleasing Landscapes, Schiedam, 1998, cat. no.52



71 WILLEM KOEKKOEK (DUTCH, 1839-1895) Amsterdam signed 'W. Koekkoek' (lower right)

oil on canvas 54.5 x 70cm (21 7/16 x 27 9/16in).

£15,000 - 20,000 €21,000 - 28,000 US\$23,000 - 31,000

Provenance with M. Newman, Ltd., London Private collection, UK



72 ISAAC ISRAELS (DUTCH, 1865-1934)

Portrait of the artist Theo Nieuwenhuis in his studio signed with monogram (lower right) oil on panel $35 \times 24cm$ (13 3/4 x 9 7/16in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000

Provenance

Ex collection Hoppen-Nieuwenhuis, Rotterdam, 1962 with Willem Brinkman, Schipluiden Private collection, Netherlands

Theodoor Willem Nieuwenhuis (1866-1951) was a designer and decorative artist and a member of the *Nieuwe Kunst* group, working in the Netherlands in the late 19th Century, heavily influenced by the Arts and Crafts Movement in England.

For another portrait by Israels, depicting Nieuwenhuis and two of his contemporaries, see Christie's Amsterdam, 26 April 2005, lot 183.



73 JOZEF ISRAELS (DUTCH, 1824-1911) Op moeders schoot

signed 'Jozef Israels' (lower left) oil on panel 44 x 33cm (17 5/16 x 13in).

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

Provenance

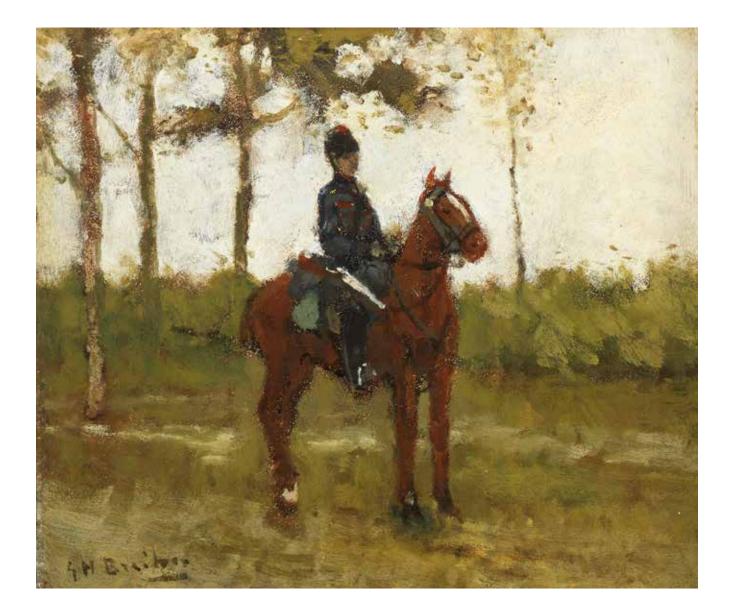
Sale, Frederik Muller & Cie. Amsterdam, 3 May 1904, lot 2, entitled *L'Attente*, sold for fl. 2,500 Mr L. Smit with Nederlandse Kunsthandel, Amsterdam, no.291 with Kunsthandel Tersteed, The Hague with E.J. van Wisselingh & Co, Amsterdam

Exhibited

Scheveningen, *Eretentoonstelling Jozef Israels*, 1911-1912, cat. no.38, on Ioan from L. Smit Mol, Jakob Smitsmuseum, *De Haagse School*, 30 March - 28 April 1996, cat. no.23, entitled *Op moeders schoot*

Literature

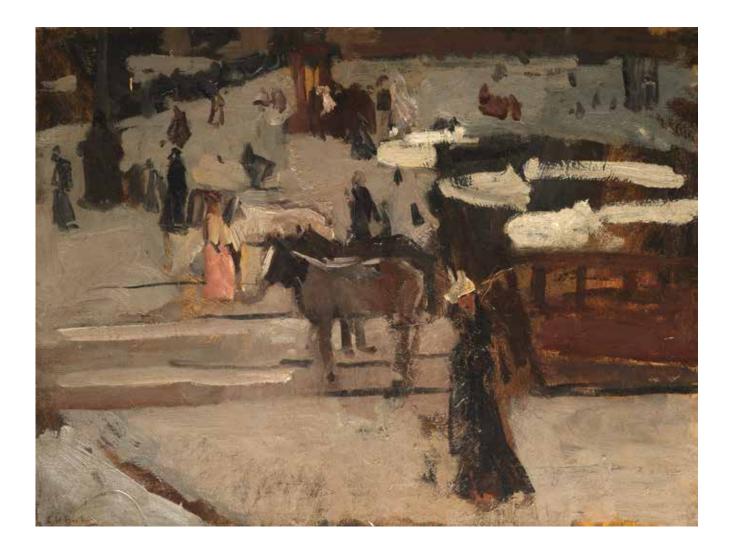
Catalogue Kunsthandel Roland Knoedler & Co., 1907, New York, illustrated Scholten & Zoon, *Jozef Israels*, 1913, Groningen, no.38, entitled *Onzekerheid*



74 **GEORGE HENDRIK BREITNER (DUTCH, 1857-1923)** Huzaar signed 'G H Breitner' (lower left) oil on panel 22 x 25.5cm (8 11/16 x 10 1/16in).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400

Provenance Ex collection Mettes, The Hague with Willem Brinkman, Schipluiden Private collection, Netherlands



75

GEORGE HENDRIK BREITNER (DUTCH, 1857-1923) Paardentrams en figuren op een plein

signed 'G.H.Breitner' (lower left) oil on canvas 55.5 x 73cm (21 7/8 x 28 3/4in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance

Ex collection Mettes, The Hague with Willem Brinkman, Schipluiden, c.1980 Private collection, Netherlands

Exhibited

The Hague, Ivo Bouwman

Literature

Adriaan Venema, Breitner, Het Wereldvenster Bussum, 1981, p.229, illustrated



76 W GEORGE HENDRIK BREITNER (DUTCH, 1857-1923) Jongetje met vogel

signed 'G.H.Breitner (lower right) oil on canvas 146 x 88cm (57 1/2 x 34 5/8in).

£30,000 - 50,000 €42,000 - 70,000 US\$47,000 - 78,000

Provenance

Ex collection Mees, Rotterdam with Willem Brinkman, Schipluiden Private collection, Netherlands

Exhibited The Hague, Ivo Bouwman

Literature

Adriaan Venema, *Breitner*, Het Wereldvenster Bussum, 1981, the cover photograph shows the present lot hanging behind the seated artist.



77 **JOHAN AKKERINGA (DUTCH, 1861-1942)** Nettenboetsers aan het strand signed 'J.Akkeringa' (lower left) oil on canvas 45 x 60cm (17 11/16 x 23 5/8in).

£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance Sale, Mak van Waaii, Amsterdam, 1952, purchased by the present owner Private collection, Netherlands

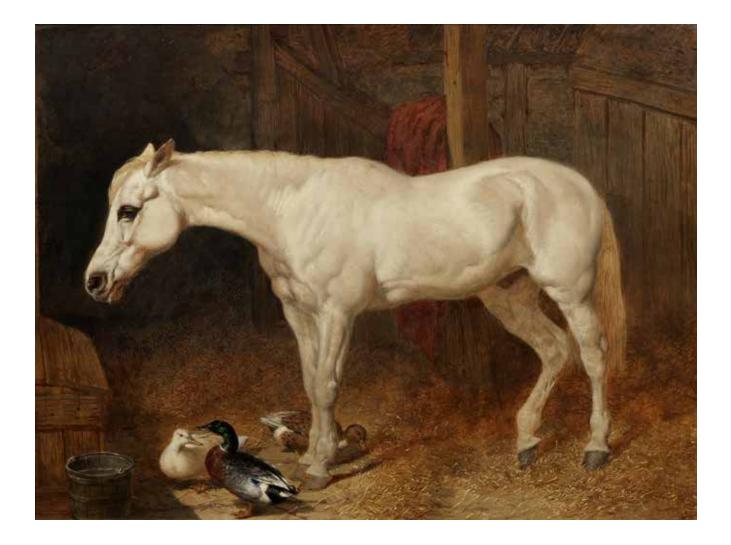


78 * HEYWOOD HARDY (BRITISH, 1843-1933) On the road signed 'Heywood Hardy.' (lower left)

signed 'Heywood Hardy.' (lower left) oil on canvas 51 x 76.5cm (20 1/16 x 30 1/8in).

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

Provenance with Mandell's Gallery, Norfolk Property of a deceased's estate



79 JOHN FREDERICK HERRING, SNR. (1795-1865)

A grey horse in a stable signed and dated 'J F Herring. Sen' 1859' (to the beam upper centre) oil on panel $35.5 \times 46cm$ (14 x 18 1/8in).

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000

Provenance Sale, Christie's London, 26 July 1974, lot 187, sold for £1,700



80 **HEYWOOD HARDY (BRITISH, 1843-1933)** The letter signed 'Heywood Hardy.' (lower right) oil on canvas 51 x 76.5cm (20 1/16 x 30 1/8in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000



81 **HEYWOOD HARDY (BRITISH, 1843-1933)** Arrival of the coach signed 'Heywood Hardy.' (lower left) oil on canvas *51 x 76.5cm (20 1/16 x 30 1/8in).*

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000



82 ALFRED RICHARDSON BARBER (BRITISH, 1841-1925)

A family of rabbits signed 'A.R.Barber' and indistinctly dated (lower left) oil on canvas $45.7 \times 60.5 cm$ (18 x 23 13/16in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000



83 HORATIO HENRY COULDERY (BRITISH, 1832-1893)

A dangerous toy signed with monogram (lower right), signed and inscribed with title and artist's address on label on reverse oil on canvas $30 \times 41 cm (11 \ 13/16 \times 16 \ 1/8in).$

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400





84 AR **EDGAR HUNT (BRITISH, 1876-1953)** Farmyard family; Feeding time a pair, both signed 'E Hunt 1911' (one lower left, the other lower right) oil on canvas each 25.5 x 20.5cm (10 1/16 x 8 1/16in). (2)

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

85 AR

EDGAR HUNT (BRITISH, 1876-1953) Ponies with cocks and hens; Dinner time

a pair, one signed and dated 'E.Hunt 1930' (lower left), the other signed and dated 'E. Hunt 1931' (lower right) oil on canvas $each 28 \times 40.5cm (11 \times 15 15/16in).$ (2)

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

Provenance

with Frost & Reed Ltd., London, 1931/2 Private collection, UK



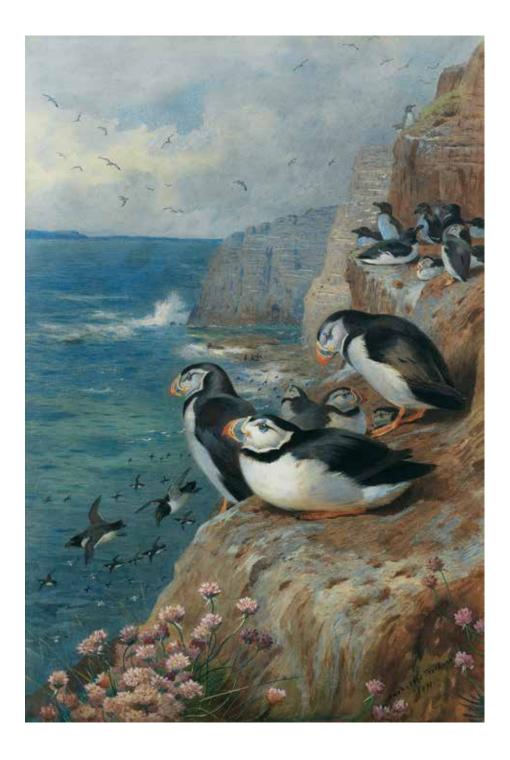


86 **ARCHIBALD THORBURN (BRITISH, 1860-1935)** Grouse in flight signed 'Archibald Thorburn' (lower left) watercolour

45.5 x 64.5cm (17 15/16 x 25 3/8in).

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

Provenance with A. Baird-Carter, London Private collection, UK



87 * **ARCHIBALD THORBURN (BRITISH, 1860-1935)** Puffins and Razor Bills

Puffins and Razor Bills signed and dated 'Archibald Thorburn/1911' (lower right) watercolour and bodycolour 55.5 x 37cm (21 7/8 x 14 9/16in).

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

Provenance with The Tryon Gallery Ltd., London Private collection, UK



88 ARCHIBALD THORBURN (BRITISH, 1860-1935)

A cock and hen pheasant signed and dated 'A. Thorburn./October 1929.' (lower left) watercolour and bodycolour 27 x 40.5cm (10 5/8 x 15 15/16in). unframed

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000

Provenance

Raja Sir Ranbir Singh, KCSI, Regent of Erstwhile Patiala State, part of present day Punjab Thence by descent



89 ARCHIBALD THORBURN (BRITISH, 1860-1935)

Woodcock at water's edge signed and dated 'A.Thorburn 1898' (lower right) pencil, watercolour and bodycolour $21.5 \times 25.5 cm$ (8 7/16 x 10 1/16in).

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400



Knud Larsen, Blomstrende haveeksteriør med tre kvinder ved et bord, 1916

90 W

KNUD ERIK LARSEN (DANISH, 1865-1922)

A break at school signed and dated 'KLarsen/1891' (lower right) oil on canvas 76 x 97cm (29 15/16 x 38 3/16in).

£40,000 - 60,000 €56,000 - 84,000 US\$63,000 - 94,000

Provenance

Purchased by the grandfather of the current owner, reputedly from an exhibition in Berlin, circa 1922, following the artist's death Thence by descent

Born in Vinderød near Frederiksværk, Knud Eric Larsen studied painting at the Royal Danish Academy of Fine Arts in Copenhagen, graduating in 1889. His first exhibited works were presented at the Academy's Charlottenborg Spring Exhibition of 1887. His earliest paintings were depictions of the Jutland countryside, showing the influence of artists such as Hans Smidth (1839-1917) and Vilhelm Kyhn (1819-1903). His style developed a more impressionist tone, a style more akin to artists such as Peder Severin Kroyer (1851-1909), Theodor Philipsen (1840-1920) and Laurits Andersen Ring (1854-1933).

Larsen travelled throughout Europe, visiting England, Germany, Italy, France, the Netherlands and Belgium, and his works were also widely shown in many European exhibitions, including the World Fair in Chicago (1893), the International Exhibition in Rome (1911) and The National Gallery, London (1923). Larsen was presented with many medals during his career, including the Thorvaldsen Medal 1892 (the highest accolade from the Royal Danish Academy of Fine Arts), the prestigious Eckersberg Medal in 1898 and the Serdin Hansen Prize for genre painting for *Sommer, børnene binder kranse* (1901).

Later in his career, Larsen became known for a series of insightful portraits of famous Danish politicians, actors and nobility.

Larsen's work is represented in many public collections in Denmark: *En gammel kone "Bette Dorte" på heden* (1904) and *En barnedåb* (1893), among others, are in the collection of the National Gallery of Denmark. However, works of the quality of the present lot rarely appear at auction. In private hands since purchase, the painting was acquired from an exhibition in Berlin, shortly after the artist's death. The purchaser, Hans Jaretzki (1890-1956) was a celebrated Bauhaus architect, well known throughout Germany, and also in Britain, having designed the residence of Sir Eric Phipps, British Ambassador to Germany between 1933 and 1937. Following Hitler's appointment as German Chancellor in 1933, Phipps helped Jaretzki flee to Britain, where he and his family settled in Hampstead, North London. The present lot accompanied the family, and has remained with them until now.

Although the present lot is rooted in the wider tradition of Danish interior painting, the influence of Larsen's European travels is clearly reflected in the work. The choice of subject matter and bold application of paint place it in a wider European context; the Impressionistic brushwork and patches of bright sunlight are reminiscent of many European artists working in this period, particularly in Britain. The interiors being painted by the Newlyn school in the 1880s and 1890s make interesting comparisons, a particularly relevant example being the iconic *School is out*, (RA, 1889) by Elizabeth Forbes (1859-1912). The atmosphere created by the strong single light source in the present lot creates a dramatic effect, the progression from a dark foreground to a light background pulls the viewer through the painting.



91 W

PETER MØRK MØNSTED (DANISH, 1859-1941)

By the river signed and dated 'P Mönsted- 1908.' (lower right) oil on canvas 82 x 122.5cm (32 5/16 x 48 1/4in).

£30,000 - 50,000 €42,000 - 70,000 US\$47,000 - 78,000

Provenance

Sale, Sotheby's London, 18 November 2003, lot 355 Private collection



92

WALTER FREDERICK OSBORNE, RHA, ROI (IRISH, 1859-1903)

Joe the swineherd signed and dated 'WALTER OSBORNE/-90' (lower left) oil on canvas 51 x 68.5cm (20 1/16 x 26 15/16in).

£50,000 - 70,000 €70,000 - 98,000 US\$78,000 - 110,000

Provenance

By descent Private collection, UK

Exhibited

London, Royal Academy, 1891, no.613 Liverpool, Walker Art Gallery, *Autumn Exhibition*, 1891 Dublin, Royal Hibernian Academy, 1892, no.87 Dublin, National Gallery of Ireland, 16 November-31 December 1983, no.36 Belfast, Ulster Museum, 20 January-29 February 1984, no.36

Literature

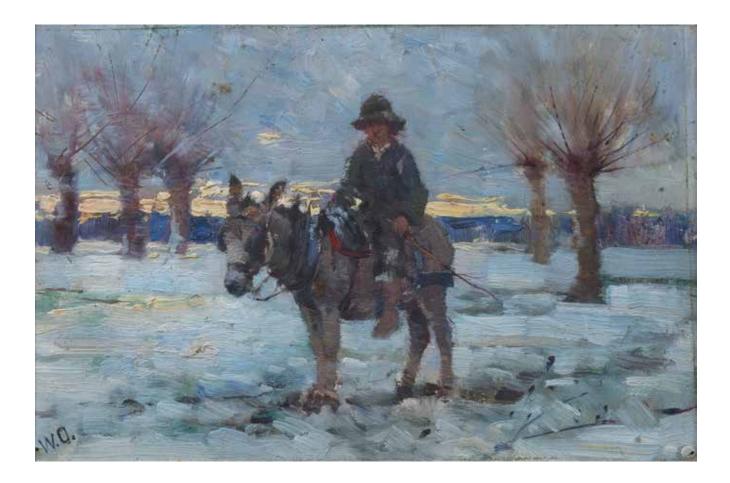
Jeanne Sheehy, *Walter Osborne*, 1974, no.234 Jeanne Sheehy, *Walter Osborne* exhibition catalogue, 1983, no.36

Osborne completed his art training at the Académie Royale d'Anvers, Antwerp, and then spent a year at the burgeoning artists' colony at Quimperlé. Many of the most interesting modern painters were working from life in the open air using local models and the Breton fishing villages were the melting pot where artists from all over Europe exchanged ideas and practices. The rural 'Naturalism' of Jules Bastien-Lepage dominated the approach of many of these artists. Bastien-Lepage's principles and techniques were spreading rapidly and when he returned to London at the end of 1883, Osborne noted with enthusiasm the work of his principal interpreter in Britain, George Clausen.

By the time Osborne painted *Joe the swineherd* in 1890 he had found his own methods and techniques and was not working in the shadow of any single influence. He returned repeatedly to the theme of a young single foreground figure with an expansive landscape unfolding behind. The figure has nothing to relate to apart from the landscape. This is most impressively seen in the present lot as well as many others from the same period including, *Harvest Time* (circa 1890, private collection), *Boy in a turnip field* (1888, private collection), *Boy under trees* (1887, private collection). The device of the single foreground figure draws the onlooker into the scene and creates an intimacy that would be impossible with a second figure present. His young Wessex subjects such as 'Joe' are the pictorial equivalent to any number of Thomas Hardy characters, dwarfed by their surroundings and circumstances.

The way Osborne paints animals is also worthy of comment, he often crops them in the composition such as in *The sheepfold* (circa 1885, private collection) which was a major departure from the conventional rules of composition. It is obvious from his extensive drawings that the realistic depiction of animals was a priority for him and his training under Charles Verlat would only have encouraged this inclination. The pigs painted in *Joe the swineherd* are beautifully painted rooting around their young protector and casting purple shadows on the late summer stubble.





93

WALTER FREDERICK OSBORNE, RHA, ROI (IRISH, 1859-1903)

Boy on a donkey in a snowy landscape signed with initials (lower left), bears initials and dated '11.3.85' in pencil on reverse oil on board $11.5 \times 17.5 cm (4 \ 1/2 \times 6 \ 7/8 in).$

£10,000 - 15,000 €14,000 - 21,000 US\$16,000 - 23,000

Provenance

Sale, Sotheby's Pulborough, 10th March 1981 lot 389 for £2,800 where purchased by the mother of the owner Thence by descent Private collection, UK

The present lot is a beautiful example of Osborne's mastery of the plein air square brush landscape. By 1885 he had mastered his technique in many media and was travelling with his fellow artist Edward Stott, settling in places that offered good local subjects and then moving on. The work for major compositions destined for exhibitions would take place at the same time as smaller plein air works were carried out, with a rapid and confident style. This is seen to full effect in *Boy on a donkey in a snowy landscape*. The narrow palette of blue-greys is offset by the stronger purple and yellow on the horizon. Although it is a very simple picture, the articulation of the landscape and sky interrupted at intervals by the main figure and the willows is confidently done and the colouring impressively subtle, as is required of a winter landscape in a low evening light.



94 * AR **DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)** In Provence signed 'DOROTHEA SHARP' (lower left) oil on canvas *38 x 46cm (14 15/16 x 18 1/8in).*

£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

Provenance with James Connell & Sons, London Private collection, South Africa 95 AR W **DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)** Cornfield in Summertime signed 'DOROTHEA SHARP.' (lower right) oil on canvas 76 x 91.5cm (29 15/16 x 36in).

£40,000 - 60,000 €56,000 - 84,000 US\$63,000 - 94,000

Provenance

with The Priory Gallery, Broadway Private collection, UK

Literature

Helen Entwistle, *Dorothea Sharp: Rock Pools & Sunshine*, York, 2008, p.78, illustrated in colour

Cornfield in Summertime is a wonderful example of Dorothea Sharp's unmistakably joyous style. Her light-filled and carefree approach that makes her such a firm favourite amongst collectors is on full display. The golden browns and yellows of the cornfield are beautifully balanced by the light blue of the sky. To enliven the surface Sharp has applied the paint in the sky in broad strokes, all travelling in a diagonal direction, opposite to that of the cornfield. As you would expect there is a real sense of the warm afternoon sun with the elegant white parasol providing the only shade. The use of a parasol as a pictorial device in this way was made popular by the Impressionists, and Sharp often includes them, particularly in her beach scenes.

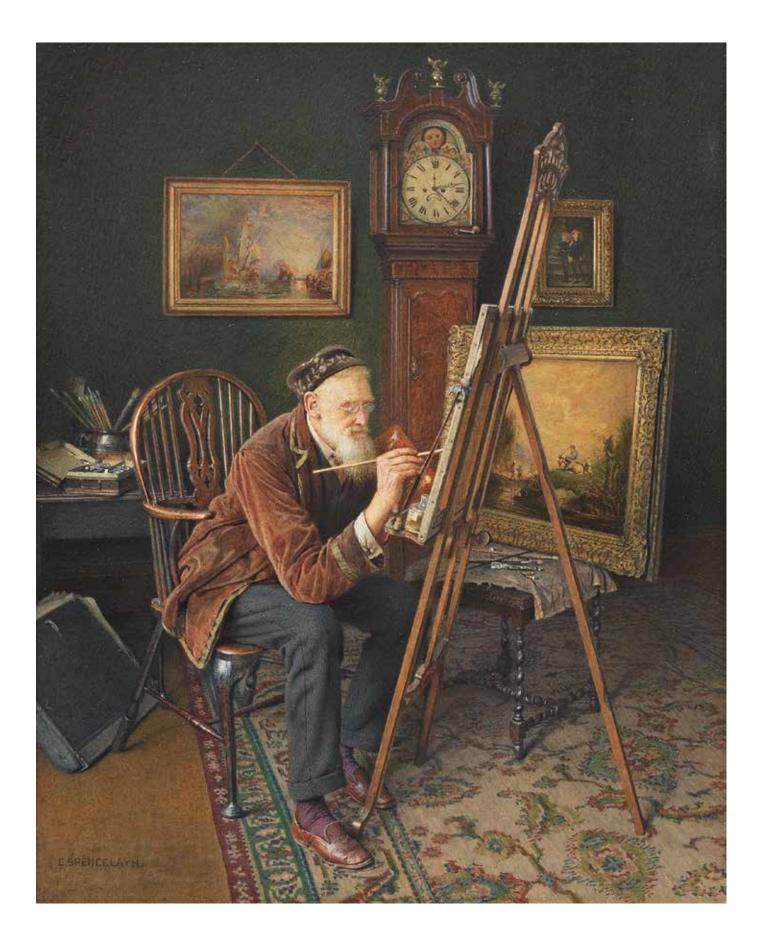
The idyllic scene is typical of Sharp's compositions where there is often a very young child in the care of an elder sibling or nanny figure. This only adds to their charm whilst also reinforcing the strong message of family that runs through all her work. It also supports the view of the world her paintings display, that of a happy and secure land. Her strong moral upbringing in the Baptist Church and a settled family life must have laid the foundations for this view of the world. Her upbringing also prepared her for the battle that being a female artist in the early 20th century undoubtedly was. Perhaps the fact she was a female artist allowed her to make brave decisions that male artists weren't prepared or inclined to take. The decision to take childhood as a subject in such a committed and dedicated fashion was groundbreaking in its own way. The present lot is a wonderful example of Dorothea Sharp's artistic legacy, a happy and safe childhood taking place against the backdrop of a sunny and contented England, all depicted in assured yet sensitive colour.

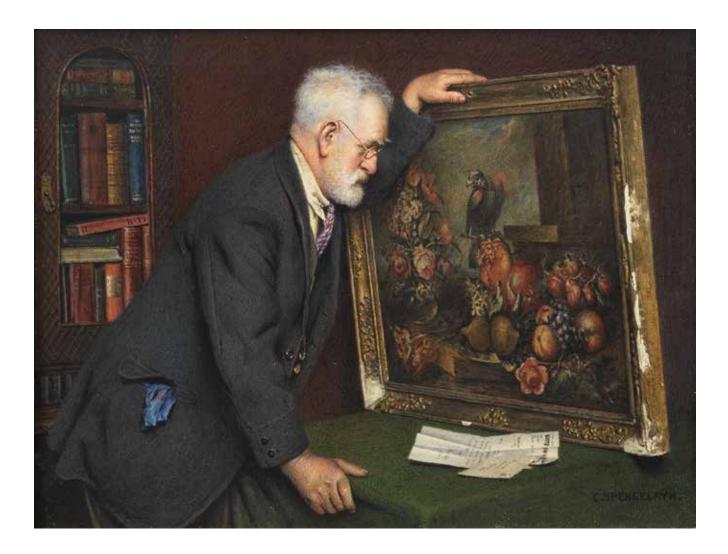


96 * AR **CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)** The Old Copyist signed 'C.SPENCELAYH.' (lower left) watercolour 25.5 x 20.5cm (10 1/16 x 8 1/16in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance Private collection, UK



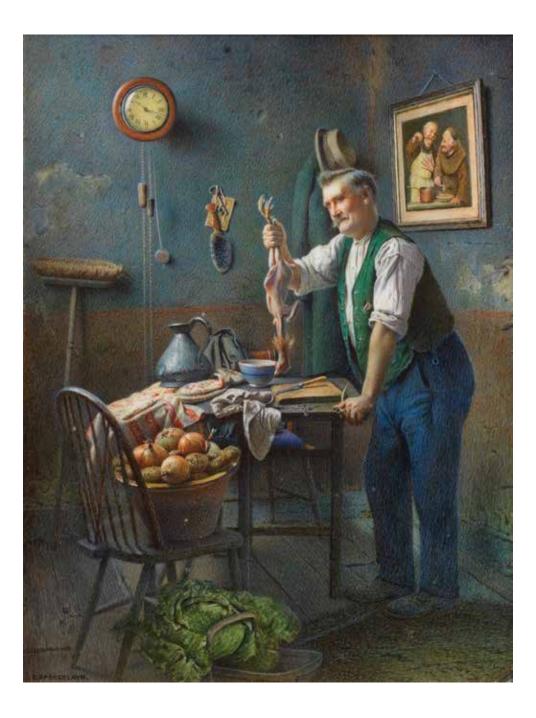


97 * AR **CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)** An Old Master signed 'C.SPENCELAYH.' (lower right) watercolour 15.3 x 20.2cm (6 x 7 15/16in).

£15,000 - 20,000 €21,000 - 28,000 US\$23,000 - 31,000

Provenance

(possibly) Sale, Sotheby's London, 18 May 1977, lot 26 with Mandell's Gallery, Norfolk Private collection, UK



98 * AR CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958) Skin and Bone

signed 'C.SPENCELAYH.' (lower left), inscribed with artist's name, address and title on a label attached to the reverse. watercolour on ivorine $15 \times 11 cm$ (5 7/8 x 4 5/16in).

£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000

The present lot was painted between 1922 and 1933, when the artist was living at 19 Queen's Road, West Didsbury, Manchester.

Provenance

(possibly) Mrs Rosie Levy (possibly) Sale, Sotheby's London, 30 January 1946, lot 116, purchased by Yeoman for £62 (listed as oil on panel) Private collection, UK

Literature

(possibly) Aubrey Noakes, *Charles Spencelayh and his Paintings*, London 1978, p.67

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

Sketching at Wiston Bridge signed 'A J Munnings' (lower right) oil on canvas 51.5 x 61.5cm (20 1/4 x 24 3/16in).

£150,000 - 250,000 €210,000 - 350,000 US\$230,000 - 390,000

Provenance

Sir William Reid Dick, KCVO, RA Sale, Sotheby's London, 10 February, 1971, lot 46, as *Maurice Codner Sketching at Flatford Mill*, the Property of the Lady Reid Dick, sold for £500 with Ian MacNicol, Glasgow Private collection, UK Thence by descent to the present owner

Exhibited

London, Royal Academy, 1936, no.19

London, Royal Academy, Diploma Gallery, *Sir Alfred James Munnings Retrospective Exhibition* 1956, no.48, property of Sir William Reid Dick Venice, Biennale (date unknown) no.45 as *Sketch*, property of Sir William Reid Dick. (Munnings exhibited works at the Biennale five times between 1924 and 1940)

Literature

Sir Alfred Munnings, *The Second Burst: The autobiography of Sir Alfred Munnings*, Bungay, 1951 pp. 352-357. Illustrated in black and white, opp. p.337

Royal Academy Illustrated, 1936, p.96

A. J. Munnings R.A. Pictures of horses and English life, Second edition, London, 1939, no.46, illustrated in black and white, p.97

The present lot is a wonderful example of Munnings at his most fluid and free. One of three similar compositions which the artist produced of this subject, the work depicts Munning's great friend Maurice Codner, sketching at Wiston Mill. exhibited at the Royal Academy in 1946, the present lot appears to be the version to which the artist refers in his autobiography. One of the other versions, which closes the distance between the artist and the subject, was given to Codner, remaining in the sitter's family until 2008 (see Sotheby's New York, 5 May 2011, lot 78.)

Situated near the village of Nayland on the River Stour, Wiston Mill is not far from Flatford Mill, subject of many of John Constable's most famous works. Codner and Munnings had encountered Wiston Mill when, along with two fellow artists, they had 'walked in the heat from Nayland to Wiston. Plunging, stark naked, in and out of the river to cool ourselves...when round the bend came a large varnished punt with a colourful, summery party of ladies, quite foreign to us.'

Munnings makes lengthy reference to the sitting in the second volume of this autobiography:

'One September... and artist friend, Maurice Codner...came to stay.... The spot we chose was attractive and remote enough-down a lane... After trying here and there, Codner settled down to paint the river and luxuriant growth along its banks-its surface thickly grown over with reeds, all glistening in the sun. He sat on rising ground where an old cattle-bridge crossed the stream. I took note of him sitting there at work, with the old bridge and willows in the background. Here was a picture!



"Codner" said I, "I'm going to paint you sketching." "All right" he said. "I'll sit as long as you like". I began my usual size canvas- twenty-four by twenty; in two hours the picture was almost completed.'

The two men revisited the bridge several times to finish the sitting, although Codner's own work was frustrated. On their first return to the spot, the reeds along the river's edge had been cut back: 'Codner looked the picture of misery-frustration and rage written on his countenance. He calmed down, and was willing to sit, although his mind was bent on what he expected to see, and what had disappeared.' On a subsequent visit, 'at the spot where Codner was wont to sit, myself painting him, there, alongside the wooden bridge in the background, stood a large, newly-built military structure. For Codner this was the end of everything. In despair he posed as though he were painting, whist I put the finishing touches of the picture, which only needed pulling together.'

The piece of white cloth that sits beside Codner's box of paints was, according a letter from Munnings to Codner, 'the tail of my shirt', torn off so Codner could clean his brushes.

Maurice Frederick Codner, RP, ROI (1888–1958) was born in London, and attended the Colchester School of Art. Under Munnings' influence, Codner was persuaded to give up 'his safety job and risk being a portrait-painter.' Codner enjoyed considerable success as a society portraitist, exhibiting numerous times at the Royal Academy, the Royal Society of Portrait Painters, the Royal Institute of Oil Painters, and elsewhere. Among his notable public successes were a portrait of George VI painted in 1951, and a portrait of Queen Elizabeth, the queen mother, which won the silver medal at the Paris Salon in 1954.

When the present lot was painted Codner was, in Munning's words, 'not so opulent a portrait-painter then as now'. Munnings recalls his first meeting with Codner in his autobiography: 'when I came to Dedham... the Codner family lived in a charming old house. Their friends joined mine and they were my nearest neighbours. In the winter of 1919 I met Maurice Codner out hunting: a tall thin young man on his father's carriage horse. He was in breeches and boots and a bowler hat and wore a moustache...he never dreamed of painting chairmen of city companies and mayors in robes in those days.'

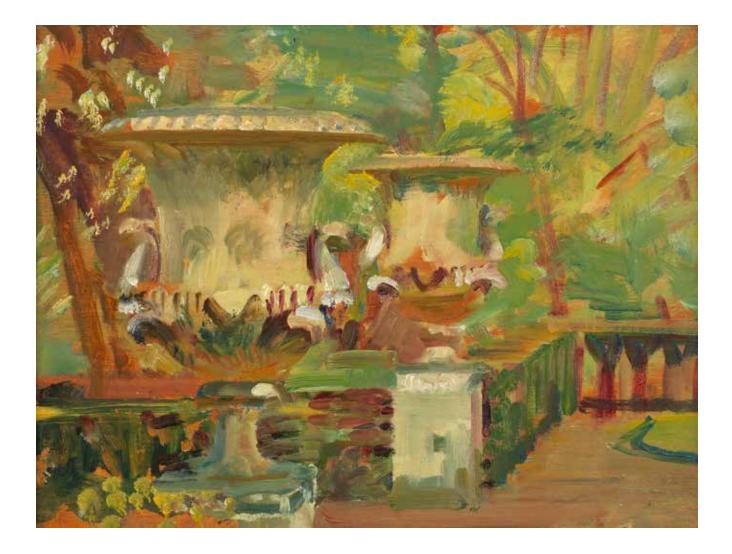
We are grateful to Lorian Peralta-Ramos for confirming the attribution to Sir Alfred James Munnings on the basis of photographs.

Notes

Sir Alfred Munnings, *The Second Burst: The autobiography of Sir Alfred Munnings*, Bungay, 1951, passim. Ernest Blaikley, 'Codner, Maurice Frederick (1888–1958)', rev. Robin

Ernest Blaikley, 'Codner, Maurice Frederick (1888–1958)', rev. Robin Gibson, Oxford Dictionary of National Biography, Oxford University Press, 2004; online edn, May 2008





100 AR SIR ALFRED JAMES MUNNINGS, PRA, RWS (BRITISH, 1878-1959) The terrace oil on panel 30.5 x 40.5cm (12 x 15 15/16in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000

Provenance

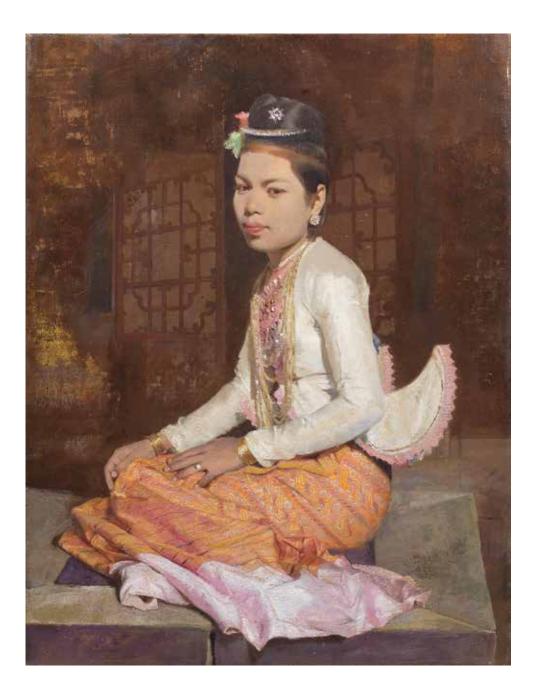
Gifted by the artist to his framer, Mr. Frank Patrickson with Nicholas Brown (The Leicester Galleries) at the Alpine Gallery, London, July 1977, no.162 Acquired by Joseph F. McCrindle Sale, Christie's New York, 4 June 2009, lot 108 Private collection, USA Private collection, UK

Exhibited

London, The Alpine Gallery, Artists of Fame and Promise, July 1977, no.162

Although the exact location of this study is not known, it was clearly painted when the artist was visiting friends or staying at a country estate. Like his contemporary John Singer Sargent (1856-1925), Munnings delighted in painting small scenes of this type confidently recording with dramatic brushstrokes the effect of the dappled light on the urns. Perhaps it was the solid quality of the urn juxtaposed with the transient flicker of the light that appealed to him.

We are grateful to Lorian Peralta-Ramos for confirming the attribution to Sir Alfred James Munnings on the basis of photographs.



101 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 $60.5 \times 46 cm$ (23 13/16 x 18 1/8in).

£8,000 - 10,000 €11,000 - 14,000 US\$13,000 - 16,000

Provenance

Major Sir Owen Morshead GCVO KCB DSO MC (1893-1977) Thence by descent

Sir Owen Morshead was Royal Librarian at Windsor from 1926 to 1958. He would have got to know Kelly when the latter resided at Windsor while painting the State Portraits of King George VI and Queen Elizabeth.

Exhibited

Dublin, Royal Hibernian Academy, 1938, no.49 London, Art Exhibitions Bureau, *Theatre and Circus*, Albemarle Street, 1955



102

EDWIN HARRIS, RBSA (BRITISH, 1855-1906) Running repairs signed and dated 'Edwin Harris./1905.' (lower right)

signed and dated 'Edwin Harris./1905.' (lower righ oil on canvas *51 x 40.5cm (20 1/16 x 15 15/16in).*

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000 For a similar work, painted in 1901, see *Mending the Quilt*, illustrated in Roger Langley *Edwin Harris 1855-1906 An Introduction to His Life and Art*, Truro, 2008, p. 32



103 * W WALTER LANGLEY, RI (BRITISH, 1852-1922) In the evening of life signed 'WLangley' (upper right) watercolour with scratching out 36 x 26cm (14 3/16 x 10 1/4in).

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

Provenance

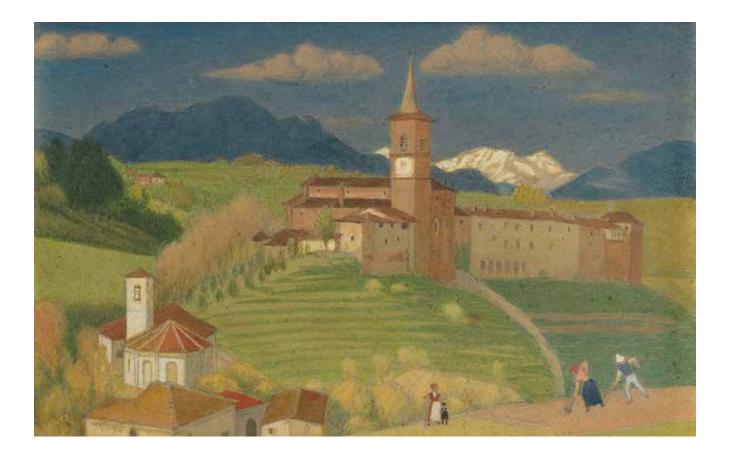
Dowderswell & Dowderswell, 1883, as *The Evening of Life*, sold for £15 with Chamberlain, 1883 Private collection, Canada Exhibited Dowderswell & Dowderswell, 1883

Literature

Roger Langley, Walter Langley, Pioneer of the Newlyn Art Colony, Clifton, 1997, p.157

The title of *The Evening of Life* was used by Langley for numerous exhibited works between 1882 and 1906, many of which were watercolours. However, the present lot can be identified as the 1883 work because of the distinctive plaid shawl, which first appears in late 1882 and is featured several times in Langley's work in 1883.

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



104

JOSEPH EDWARD SOUTHALL (BRITISH, 1861-1944)

Castiglione D'Olona, Lombardy signed with monogram and dated '1913 7.V.1913' (lower left), indistinctly inscribed on the backboard watercolour over traces of pencil $14.5 \times 23cm$ (5 11/16 x 9 1/16in).

£3,000 - 5,000 €4,200 - 7,000 US\$4,700 - 7,800 Joseph Southall painted the present lot en route to Florence and San Gimignano, which he visited in May 1913, accompanied by his wife, Anna. Painted a year before the outbreak of the First World War, Southall was at the height of his career, his works having already been widely exhibited in Britain, France, Italy, Belgium and the United States. In the same year, he exhibited at the Ghent International Exhibition.



105 ^{AR} **STANHOPE ALEXANDER FORBES, RA (BRITISH, 1857-1947)** Penlee Quarry signed 'Stanhope A Forbes.' (lower right) oil on canvas 46 x 64cm (18 1/8 x 25 3/16in).

£12,000 - 18,000 €17,000 - 25,000 US\$19,000 - 28,000



106 **HAROLD HARVEY (BRITISH, 1874-1941)** Building the hayrick signed 'H.HARVEY 1902' (lower right) oil on canvas

38.5 x 51cm (15 3/16 x 20 1/16in). £6,000 - 8,000

€8,400 - 11,000 US\$9,400 - 13,000

Provenance Sale, Phillips London, 11 November 1986, lot 50

We are grateful to Peter Risdon for his assistance in cataloguing this lot.



107 HAROLD HARVEY (BRITISH, 1874-1941)

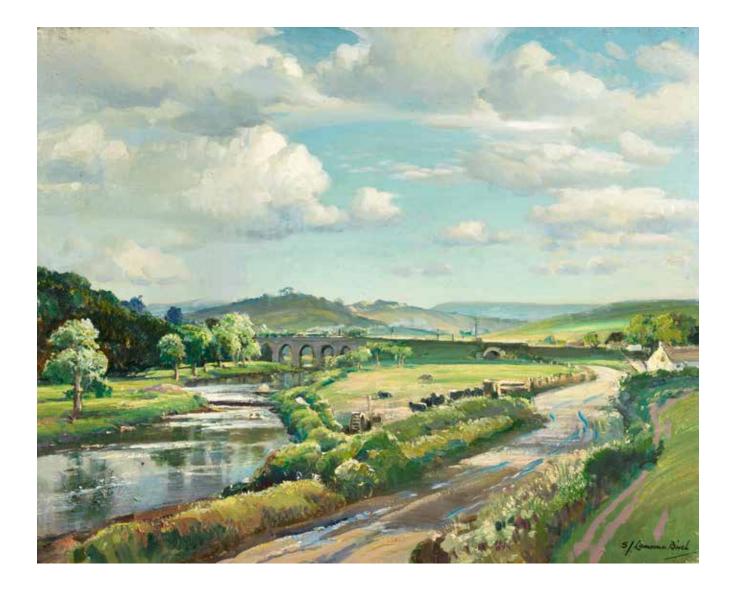
Spreading the nets signed 'Harold Harvey' (lower right) oil on canvas *38 x 46cm (14 15/16 x 18 1/8in).*

£8,000 - 12,000 €11,000 - 17,000 US\$13,000 - 19,000

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).

We are grateful to Peter Risdon for his assistance in cataloguing this lot.

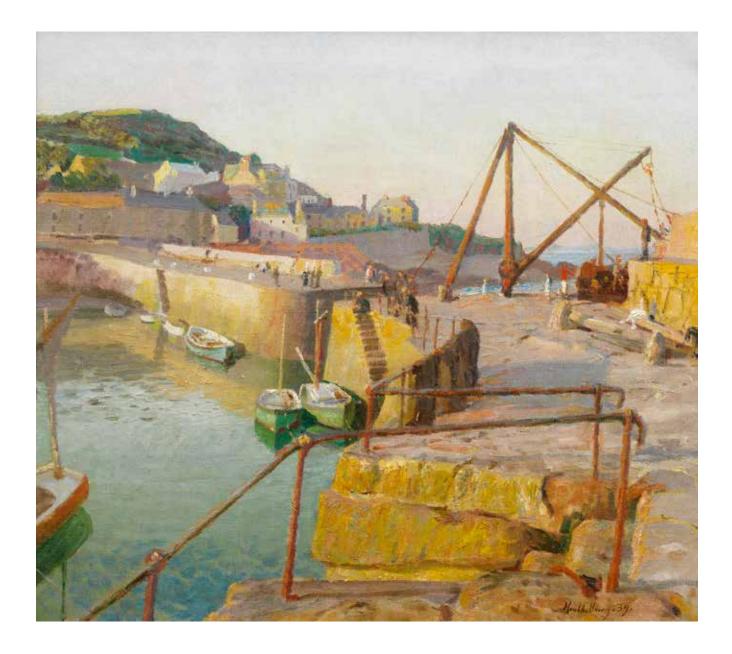


108 * AR **SAMUEL JOHN LAMORNA BIRCH RA, RWS, RWA (BRITISH, 1869-1955)** On the River Deveron signed 'S. J. Lamorna Birch.' (lower right) oil on canvas *51 x 63cm (20 1/16 x 24 13/16in).*

£4,000 - 6,000 €5,600 - 8,400 US\$6,300 - 9,400

Provenance

with The Fine Art Society Ltd., London, purchased by G. Nuttall Esq., British Columbia, Canada, October 1955 Private collection, Canada



109 HAROLD HARVEY (BRITISH, 1874-1941)

Mousehole signed and dated 'Harold Harvey.39.' (lower right), inscribed with title on stretcher oil on canvas $46 \times 51.5 cm$ (18 1/8 $\times 20$ 1/4in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance

Sale, Gorringes, Lewes, 29 November 2005, lot 2535 Sale, Christie's London 7 June 2007, lot 144 Sale, Barnes Thomas, Penzance, 14 February 2011, lot 71 Private collection, UK

We are grateful to Peter Risdon for his assistance in cataloguing this lot.



110 W

PHILIP ALEXIUS DE LÁSZLÓ, PRBA, RP, NPS (BRITISH, 1869-1937)

Portrait of Lady Byng, née Marie Evelyn Moreton signed, dated and inscribed 'Laszlo/1917. 2.4. LONDON.' (lower left) oil on canvas 82.5 x 64.5cm (32 1/2 x 25 3/8in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

Provenance Private collection, UK

Literature

Owen Rutter, *Portrait of a Painter*, London, 1939, p.308 Jeffery Williams, *Byng of Vimy: General and Governor General*, London, 1983, illustrated, pl.37

This recently discovered portrait was painted in 1917, an exceptionally busy year for de László. Much of his time was spent painting portraits of officers about to depart for the front or briefly home on leave.

This was an anxious period for Lady Byng. Her husband was serving as Commander of the Canadian Corps in France, whose greatest feat, the capture of Vimy Ridge, occurred soon after this portrait was painted. Lord Byng was himself painted by de László in 1908 and again in 1933.

Marie Evelyn Moreton was the only child of Sir Richard Charles Moreton (1846-1928) and his wife Janie Ralli (1847-1929). Her father worked as comptroller of Rideau Hall, the Governor General's residence in Canada, during the tenure of the Marquess of Lorne (1878-1883). The Prince of Wales brooch Lady Byng wears in this portrait may have been a gift to her father or mother during the future King George V's visit to Canada in 1882.

She married Sir Julian Hedworth Byng 30 April 1902, he having proposed while serving in South Africa during the Boer War (1899-1900). He kept her cabled reply, "Yes, return immediately, Evelyn," on his desk for the rest of his life.

We are grateful to Katherine Field for her assistance in cataloguing this lot, which will be included in the Philip de László catalogue raisonné, currently presented in progress online: www.delaszlocatalogueraisonne.com



111 AR

GERALD LESLIE BROCKHURST, RA, RP, RE (BRITISH, 1890-1978)

Portrait of A.C.J. Wall incised 'G.L.BROCKHURST.' (lower right) oil on panel 61 x 51cm (24 x 20 1/16in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

Provenance

Mr. A. C. J. Wall Private collection, UK

Exhibited

London, Royal Academy, 1936, no.347 Liverpool, Walker Art Gallery, 1936 Glasgow, *Empire Exhibition*, Fine Arts Section, 1938, lent by Mr. A. J. C. Wall A.C.J. Wall was a Birmingham based industrialist who started collecting in the 1930s. His was an eclectic taste, ranging across paintings, ceramics, furniture and sculpture. He was well known as a benefactor to the arts, particularly in Birmingham where he was the mayor, and he was known to have sat for a bust portrait by Jacob Epstein. His collection was sold by Christie's in 1970, many pieces being bought by leading international museums.



Dame Laura Knight working on *The London Palladium*, 1937 © DIOMEDIA / Mary Evans / Illustrated London News Ltd

112 AR

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

Dita Boa at the London Palladium signed 'Laura Knight' (lower left) watercolour, charcoal and coloured chalks *51.5 x 39cm (20 1/4 x 15 3/8in).*

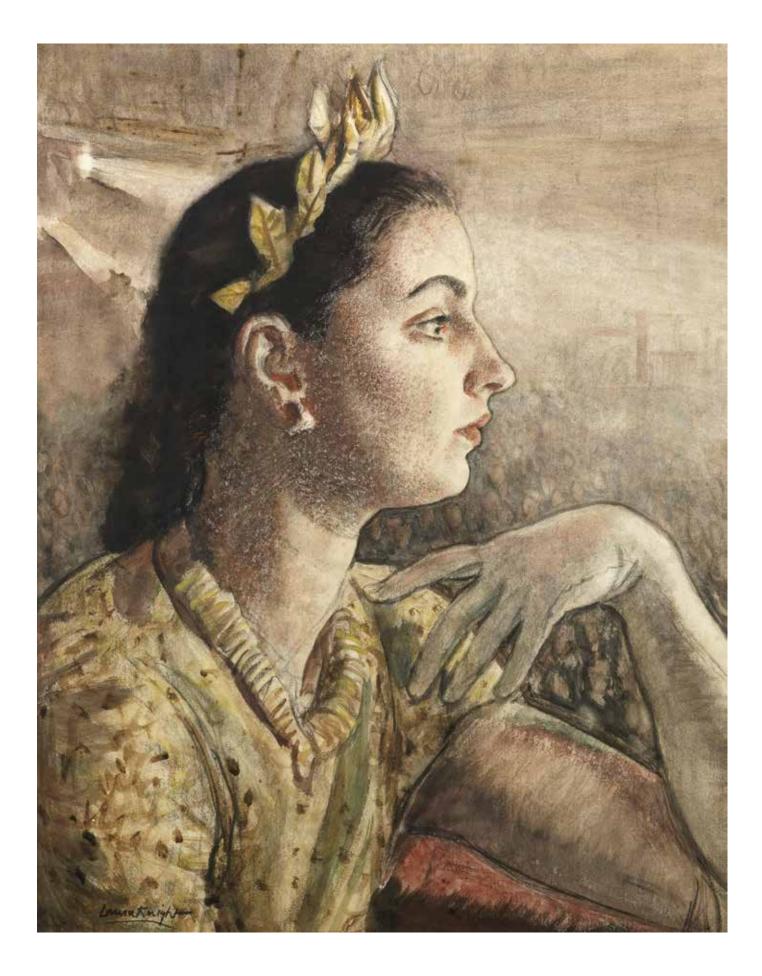
£6,000 - 8,000 €8,400 - 11,000 US\$9,400 - 13,000

Provenance

Presented by the artist to the winner of a charity raffle for the A.G.B.I. at The Arts Club in circa 1937 Private collection, UK

The present lot is a study for Dame Laura Knight's large oil painting, The London Palladium, 1937, which was exhibited that same year at the Royal Academy, London. Time magazine featured a review of the exhibition, detailing Knight's contribution: "Dominating most of one wall in a main gallery was her massive canvas called London Palladium showing an unprepossessing young woman in evening dress watching the Crazy Gang, well known London vaudeville team, from a stage box."1 Little is known about the sitter, identified as Dita Boa, who gazes down from her box at the London Palladium. The London Palladium was reproduced for the front cover of a special programme for the opening of the Palladium's show, 'London Rhapsody', in September 1937. In the foreword to the programme, written by the artist, Knight explains that "to paint the audience in a theatre, such as the Palladium is a thrill, [...] the joy of the show proves infectious. [...] To judge from the uncontrolled laughter that bursts from the audience, they too find that the Palladium is a vital spot in the happiness of life." This unique atmosphere is captured perfectly in the mesmerised gaze of the sitter. The present lot, a head study for the larger oil, underlines Knight's concern for the facial expression of the sitter as she is engrossed in the performance below, and the dramatic play of the stage lights and shadow across her face to emphasise the theatricality.

1Time, 'Art: British Academy', 7 June 1937





Sally Gilmore as 'Giselle', Ballet Rambert Souvenir programme, tour of Australia and New Zealand, 1947-1949

113 * AR W

ROLAND STRASSER (AUSTRIAN, 1895-1974)

Lady into Fox: Portrait of the Prima Ballerina Sally Gilmour signed 'Strasser' (lower right), also signed, inscribed and dated 'Prima Ballerina/Sally GILMOUR/by/Roland STRASSER/1949/'Lady into Fox' (on the reverse) oil on canvas 120 x 77cm (47 1/4 x 30 5/16in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000

Provenance Private collection, Canada

Sarah (Sally) Gilmour was born in November 1921 in Malaya, the daughter of Colin Gilmour who was a medical officer. When the family returned to London, Sally, then aged nine, was sent to train with Tamara Karsavina, one of the founders of modern British ballet. Three years later, when Karsavina left London she continued her training with Marie Rambert.

In 1936 Gilmour joined The Ballet Rambert and danced with the company for the next seventeen years. After her parents returned to Malaya, the company became her family. Her mother was killed in 1942 and her father interned as a POW during the war. In the 1940s, with her elfin good looks and distinctive style, she was considered as a second only to Margot Fonteyn among British ballerinas.

She first captured the public's imagination in May 1939 when, age only 18, she danced the title role of Silvia Tebrick in the première of Andrée Howard's 'Lady into Fox', based on a novel by David Garnett. She led the company throughout the war years and was one of a small group who persuaded the Council for the Encouragement of Music and the Arts to help restore Ballet Rambert after its closure in 1942.

Equally at ease in either a dramatic or comedic role, one of her greatest performances was as Giselle in a production specifically choreographed for her by Marie Rambert. Cyril Beaumont, the celebrated British dance historian and critic praised her performance for 'its lyric qualities, its poetry, its pathos. Other interpreters ... may excel her in technical ability, but not one of them equals her in expression'.

Gilmour led the Ballet Rambert on its important tour of Australia from 1947-1949 and it was presumably on this trip that Strasser immortalised the dancer in our portrait. On the same trip Sally met and married Allan Wynn a prominent cardiologist; the couple subsequently had two sons and a daughter. Sally divided her life between Australia and Britain returning to London in 1951 to dance as a guest with Rambert, to create the role of Grace in Orlando's Silver Wedding (1951) for the Festival of Britain at Battersea Pleasure Gardens, and to take on the role of Louise in the musical Carousel. Her final London performance, dancing Confessional, was on 10 December 1952 at the Lyric Theatre, Hammersmith. Shortly after the couple returned to Australia, where they settled in Melbourne.

She continued to be interested in dance and appeared briefly in films and on television. In 1970 Gilmour and her family returned to London, where she remained until 1996 when she went back to Sydney where she died on 23 May 2004.

Roland Strasser was born in Vienna in 1895. His father was the artist Arthur Strasser (1854-1927) and the young Roland first trained in his father's studio. In 1911 he attended the Vienna Academy of Fine Arts under the tutelage of Rudolf Jettmar and Julius Schmidt; he then continued his training at the Academy Munich until 1915.

In 1919 Strasser began his travels; he first went to The Netherlands and then travelled extensively throughout Indonesia journeying through Siam and Java and then on to New Guinea, China and India. By 1925 he was in Mongolia where he was briefly interned by the Russian authorities accused of espionage before being released and journeying on to Tibet, Japan and North Africa. In 1927 he returned to Vienna before settling in Bali in 1934 where he worked from a studio in the mountainous area of Kintaman, just above Lake Batur, for ten years. This was a particularly productive period for the artist when he produced numerous portraits of local characters and scenery. Strasser left Bali in 1944 and died in Santa Monica, California, in 1974.

The present portrait of Sally Gilmour was nominated for The Archibald Prize at The Art Gallery of New South Wales in 1949.

Works by Strasser can be found in many public collections including The Heeres Museum, Vienna; Moderne Gallerie, Innsbruck; Academie der Kunste, Berlin, Academy of Art, Honolulu; National Gallery of New South Wales, Sydney; UCLA Art Gallery, Los Angeles; and the Art Gallery of Ontario, Toronto.



114 * AR **EDWARD SEAGO, RWS (BRITISH, 1910-1974)** Junks at North Point, Hong Kong signed 'Edward Seago' (lower left), inscribed with title on reverse

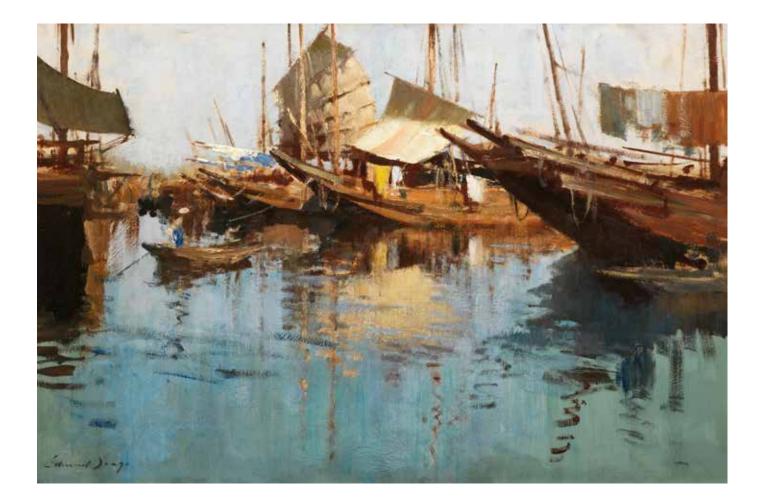
50.5 x 76cm (19 7/8 x 29 15/16in). £40,000 - 60,000

€56,000 - 84,000 US\$63,000 - 94,000

Provenance

oil on masonite

with Pieter Wenning Gallery, Johannesburg Private collection, South Africa





115 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Barges at anchor, Amsterdam signed 'Edward Seago' (lower left), inscribed with title on reverse oil on masonite 40.5 x 60.5cm (15 15/16 x 23 13/16in).

£20,000 - 30,000 €28,000 - 42,000 US\$31,000 - 47,000

Provenance

with Marlborough Fine Art, London Sale, Christie's London, 12 May 1994, lot 254 with Polak, London Private collection, UK



116 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Anglers by the Thurne signed 'Edward Seago' (lower left) oil on canvas 46 x 61cm (18 1/8 x 24in).

£30,000 - 50,000 €42,000 - 70,000 US\$47,000 - 78,000

Provenance with Richard Green, London Private collection, UK 117 AR EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Along the Seine, The Wide Terrace, Tuileries Gardens signed 'Edward Seago' (lower left) oil on canvas $51.3 \times 66.5 cm$ (20 3/16 x 26 3/16in).

£40,000 - 60,000 €56,000 - 84,000 US\$63,000 - 94,000

Provenance

with Richard Green, London Private collection, UK





118 AR EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Spritsail barge on the Orwell, Suffolk signed 'Edward Seago' (lower left), inscribed with title on reverse oil on masonite $51 \times 66cm$ (20 1/16 x 26in).

£25,000 - 35,000 €35,000 - 49,000 US\$39,000 - 55,000

Provenance with Richard Green, London Private collection, UK



119 AR EDWARD SEAGO, RWS (BRITISH, 1910-1974) Low tide, Blakeney signed 'Edward Seago' (lower left) oil on canvas

£30,000 - 50,000 €42,000 - 70,000 U\$\$47,000 - 78,000

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

Provenance with Richard Green, London Private collection, UK



120 AR **SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)** Amythist signed 'W.RUSSELL FLINT' (lower right), inscribed with title and dedication on reverse watercolour *27 x 37cm (10 5/8 x 14 9/16in).*

£15,000 - 20,000 €21,000 - 28,000 US\$23,000 - 31,000

Provenance Private collection, UK, gifted by the artist



121 AR

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

signed 'W.RUSSELL FLINT' (lower left), signed and inscribed 'Reclining Model/W Russell Flint/tempera' on reverse tempera *49.5 x 67cm (19 1/2 x 26 3/8in).*

£30,000 - 50,000 €42,000 - 70,000 US\$47,000 - 78,000

Provenance

William Powell, Beverley Hills, California, to whom given by the artist with Chris Beetles Limited, London Private collection, UK

Exhibited

London, Chris Beetles, Chris Beetles Summer Show, 1999, no.52

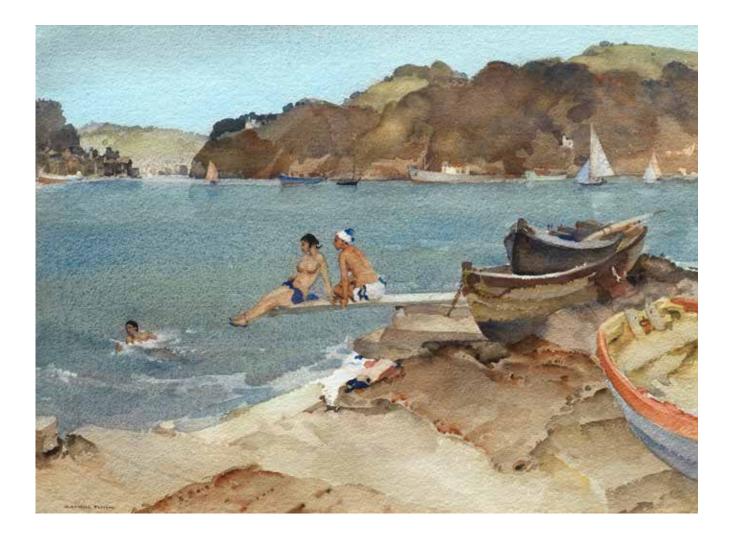
Literature

A Palmer, *More than Shadows, A biography of William Russell Flint RA PRWS*, The Studio, London, 1943, pl.92



122 AR **SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)** Early arrivals, Dinard signed 'W.RUSSELL FLINT-' (lower right), bears title on reverse watercolour 24.2 x 33cm (9 1/2 x 13in).

£5,000 - 7,000 €7,000 - 9,800 US\$7,800 - 11,000



123 AR

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

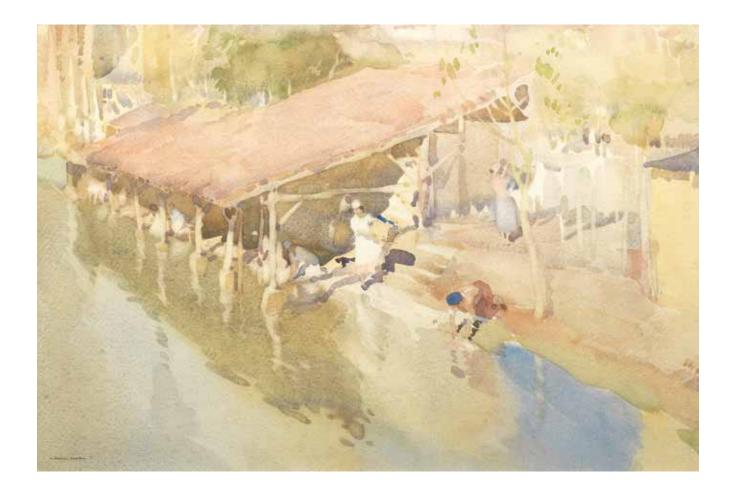
signed 'W.RUSSELL FLINT' (lower left), inscribed with title, signed and dated '1959' on the reverse, also inscribed with a dedication on the reverse watercolour $27.5 \times 37 cm$ (10 13/16 x 14 9/16in).

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

Provenance Miss Helen Thomson, gifted by the artist Private collection, UK

Exhibited

London, Royal Academy, The William Russell Flint Exhibition, 1962, no.143



124 AR **SIR WILLIAM RUSSELL FLINT RA, PRWS (BRITISH, 1880-1969)** Washerwomen signed 'W. Russell Flint.' (lower left) watercolour 33.5 x 49.5cm (13 3/16 x 19 1/2in).

£5,000 - 8,000 €7,000 - 11,000 US\$7,800 - 13,000

Provenance with Loch Gallery Inc., Winnipeg, Canada



125 AR **SIR WILLIAM RUSSELL FLINT RA, PRWS (BRITISH, 1880-1969)** 'Splitting Bamboos, Le Thor, Provence' signed 'W.RUSSELL FLINT-' (lower right), signed and inscribed with the title and artist's address (on the backboard) watercolour *36.8 x 47cm (14 1/2 x 18 1/2in).*

£7,000 - 10,000 €9,800 - 14,000 US\$11,000 - 16,000

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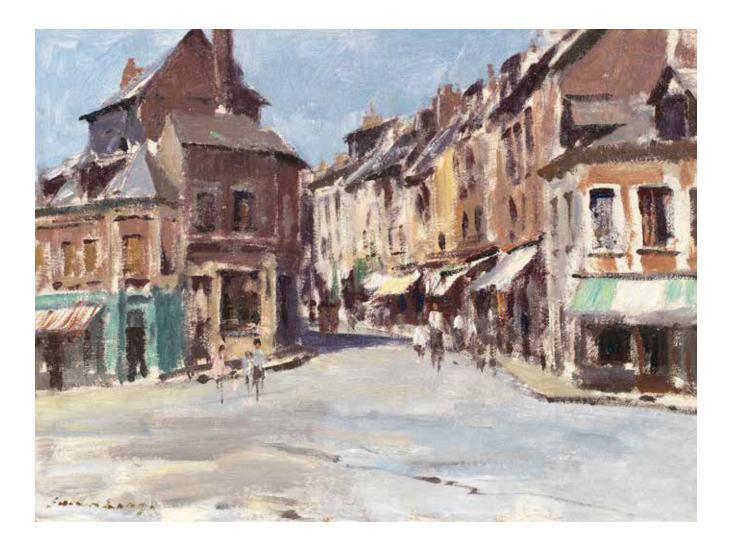
BRITISH AND EUROPEAN ART

Tuesday 9 June 2015 at 1pm Knightsbridge, London EDWARD SEAGO, RWS (BRITISH, 1910-1974) Dieppe street scene

£5,000 - 7,000

VIEWING 6 - 9 June 2015

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Wednesday 24 June 2015 New Bond Street, London PIERRE-AUGUSTE RENOIR (1841-1919) Nature morte à la tasse oil on canvas 15.5 x 28cm (6 1/8 x 11in). Painted in 1919

£100,000 - 150,000

VIEWING 21 - 24 June 2015

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THE SELECTED CONTENTS OF CHATEAU DE VILLERS-HELON AND THE PROPERTY OF A FRENCH DYNASTY

Tuesday 30 June 2015 Knightsbridge, London The sale includes a selection of French and Italian furniture, works of art and sculpture, Impressionist and 19th century paintings, old master paintings, arms and armour, tribal weapons, European ceramics, silver and clocks. With all lots with an estimate less than £3,000 to be sold without reserve.

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or 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 guality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/ or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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).

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, 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;

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; 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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corrun 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 papervork, 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.
- $\approx~$ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- $\Delta \qquad {\rm Wines \ lying \ in \ Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY 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.

RISK, PROPERTY AND TITLE

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

PAYMENT

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

COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

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- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

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

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

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

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

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

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

9.3

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

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

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

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

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

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

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

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

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

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

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20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

African, Oceanic & Pre-Columbian Art UK Philip Keith +44 2920 727 980 U.S.A Fredric Backlar +1 323 436 5416

American Paintings Alan Fausel +1 212 644 9039

Antiquities Madeleine Perridge +44 20 7468 8226

Antique Arms & Armour UK David Williams +44 20 7393 3807 U.S.A Paul Carella +1 415 503 3360

Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

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Australian Art Merryn Schriever +61 2 8412 2222 Alex Clark +61 3 8640 4088

Australian Colonial Furniture and Australiana +1 415 861 7500

Books, Maps & Manuscripts UK

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British & European Glass

UK Simon Cottle +44 20 7468 8383 U.S.A. Suzy Pai +1 415 503 3343

British & European Porcelain & Pottery

UK John Sandon +44 20 7468 8244 U.S.A Peter Scott +1 415 503 3326

California & American Paintings Scot Levitt +1 323 436 5425

Carpets UK Mark Dance +44 8700 27361 U.S.A. Hadji Rahimipour +1 415 503 3392

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Contemporary Art

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Costume & Textiles Claire Browne +44 1564 732969

Entertainment Memorabilia

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Fergus Lyons +44 20 7468 8221 U.S.A Jeffrey Smith +1 415 503 3413

Greek Art Olympia Pappa +44 20 7468 8314

Golf Sporting Memorabilia Kevin Mcgimpsey +44 1244 353123

Irish Art Penny Day +44 20 7468 8366

Impressionist & Modern Art UK India Phillips +44 20 7468 8328 U.S.A Tanya Wells +1 917 206 1685

Islamic & Indian Art Claire Penhallurick +44 20 7468 8249

Japanese Art UK Suzannah Yip +44 20 7468 8368 U.S.A Jeff Olson +1 212 461 6516

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Motorcycles Ben Walker +44 8700 273616 Automobilia Adrian Pipiros +44 8700 273621

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Silver & Gold Boxes UK Michael Moorcroft +44 20 7468 8241 U.S.A Aileen Ward +1 800 223 5463

South African Art Giles Peppiatt +44 20 7468 8355

Sporting Guns Patrick Hawes +44 20 7393 3815

Toys & Dolls Leigh Gotch +44 20 8963 2839

Travel Pictures Veronique Scorer +44 20 7393 3962

Urban Art Gareth Williams +44 20 7468 5879

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