



BRITISH AND EUROPEAN ART

Tuesday 22 September 2015
Knightsbridge, London

Bonhams

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

PART II: 19TH CENTURY EUROPEAN, IMPRESSIONIST & MODERN ART

Tuesday 22 September 2015 at 1pm
Knightsbridge, London

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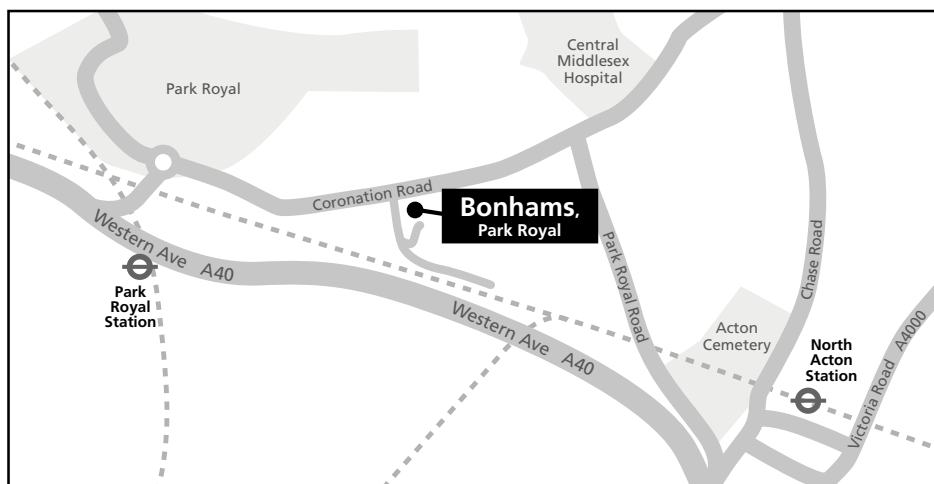
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information page for more details.

Y These lots are subject to CITES
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information in the back of the
catalogue.

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

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either wholly or partially or
may otherwise have an
economic interest.

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

Lots 1 – 129





1

1 AR

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

A mountainous landscape
signed 'W.RUSSELL FLINT-' (lower right)
watercolour
36.8 x 54.6cm (14 1/2 x 21 1/2in).

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

2 AR

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

'Autumn in a Surrey Wood'
signed 'W.RUSSELL FLINT-' (lower right) and
signed and inscribed with the title (on the
backboard verso)
watercolour
37 x 56cm (14 9/16 x 22 1/16in).

£1,500 - 2,000
€2,100 - 2,800
US\$2,300 - 3,100

Provenance

with Frost & Reed Ltd., London, stock no OD
8976.
Private collection, UK.

3 AR

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

'A way to the well'
signed 'W LEE HANKEY' (lower left) and
inscribed with the title (on the reverse)
watercolour
33 x 54.6cm (13 x 21 1/2in).

£800 - 1,200
€1,100 - 1,700
US\$1,300 - 1,900

Exhibited

London, The Modern Gallery, *The London
Sketch Club Exhibition*, November 1898, no.
103.



2



3



4

4

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

Looking out to sea
signed and dated 'H.S.TUKE.1923' (lower left) watercolour
14 x 21cm (5 1/2 x 8 1/4in).

£6,000 - 8,000

€8,500 - 11,000

US\$9,400 - 13,000

Provenance

Purchased from the artist by Charles Sydney Goldman (1868-1958),
MP for Penryn and Falmouth (1910-1918).
Thence by family descent.

The present lot is a fine example of Henry Tuke's late watercolour style. Tuke had been a member of the Royal Society of Painters in Watercolour since 1904 and was made a full member in 1911. He was a master of watercolour and his later style was very soft and restrained in its use of colour. The confidence with which Tuke paints the figure in a coastal setting is evident in this work. It is of one of his most frequently painted models who was local to Falmouth, Charlie Mitchell (1885 – 1957) who featured in many of Tuke's paintings and watercolours especially after the First World War. Painted on Newport beach just around the corner from Tuke's rented house at Pennance Point, this small watercolour has a natural quality which his oils of the period lack, such as 'Lovers of the Sun' (1923) and 'Comrades' (1924).

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



5



6

5

GEORGE JOHN PINWELL (BRITISH, 1842-1875)

Market at Tangiers

signed, dated and inscribed 'GJPinwell/Tangiers 74' (lower left),
inscribed with the artist's address and with the address of Mr C.
Waithman (on the backboard)

watercolour

39.4 x 68.6cm (15 1/2 x 27in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

Provenance

Purchased directly from the artist by Mr C. Waithman Esq., Oak Barn,
Reigate.

Thence by descent.

6

JOHN BRETT, ARA (BRITISH, 1831-1902)

A view of Capri

signed and inscribed 'J.BRETT/CAPRI.' (lower left)

watercolour

40 x 26cm (15 3/4 x 10 1/4in).

£800 - 1,200

€1,100 - 1,700

US\$1,300 - 1,900

7

**HERCULES BRABAZON BRABAZON
(BRITISH, 1821-1906)**

North African town in evening light
signed with initials 'H.B.B.' (lower right)
watercolour heightened with bodycolour
19 x 23cm (7 1/2 x 9 1/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

with Chris Beetles, London.
Private collection, Ireland.



7

8 *

**HERCULES BRABAZON BRABAZON
(BRITISH, 1821-1906)**

Kairouan
signed with initials (lower left)
watercolour and bodycolour, unframed
20.5 x 26cm (8 1/16 x 10 1/4in).
To be sold with 'The Northern gateway-
Tetuan' by Francis Russell Flint (British, 1915-
1977), watercolour, 27 x 37cm.

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

with Walker's Galleries Ltd., London, 1956.
Private collection, Switzerland.



8



9



10

9

EDWARD LEAR (BRITISH, 1812-1888)

A view of Monte Libro-Aperto, near Abetone, Italy
inscribed '9.30-10. AM/Abetone 20 August 1883' (lower right), further
inscribed 'Monte Libro-aperto/1900 metres/over 6000 feet' (lower left),
some further colour notes
pen, ink and watercolour
32.5 x 50.5cm (12 13/16 x 19 7/8in).

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

10

EDWARD LEAR (BRITISH, 1812-1888)

A mountain valley
inscribed with various artist's notes
pencil and ink, unframed
33.6 x 53.9cm (13 1/4 x 21 1/4in).

£800 - 1,200
€1,100 - 1,700
US\$1,300 - 1,900



11



12

11 *

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

Escorial, Spain
watercolour and bodycolour over pencil
18.3 x 26.5cm (7 3/16 x 10 7/16in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

Provenance

with The Fine Art Society, London, March 1958.
Private collection, Switzerland.

A preparatory drawing for this watercolour, inscribed 'Escorial/Aug 27/[illeg.]' was sold at Christie's South Kensington, 3 December 2003, lot 35. We are grateful to Briony Llewellyn for her assistance in cataloguing this lot.

12 *

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

L'Avocetella Cava
pencil, watercolour and bodycolour
25.5 x 35.3cm (10 1/16 x 13 7/8in).

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

Provenance

(Possibly) Sale, Christie's 1855, lot 54, as *L'Avocatella Cava*.
with The Fine Art Society, London, May 1961.
Private collection, Switzerland.

The present lot depicts the interior of the chapel in the Cave of the Santuario Maria SS. Avvocatella in Cava de' Tirreni, near Salerno, Italy. We are grateful to Briony Llewellyn for her assistance in cataloguing this lot.



13



14

13

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

A view of Menton, France
signed with monogram (lower left)
watercolour
15.3 x 22.8cm (6 x 9in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

Provenance

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

14

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

Naples from Mergellina with the Castel dell'Ovo and Vesuvius beyond
signed and dated 'E W Cooke. RA. FRS. 1864' (lower left)
oil on paper
22.5 x 44.3cm (8 7/8 x 17 7/16in).

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

The present lot appears to be a preparatory work, done on the spot, for a larger studio version which was sold in these rooms 27 February 2007, lot 86 for a hammer price of £20,000.



15



15

15

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

The Canale della Giudecca with Redentore beyond; The Dogana di Mare with San Giorgio Maggiore beyond;
a pair, the former signed and dated 'E.W.COOKE. ARA 1863' (lower left) the latter bears a signature and date (in pencil lower right)
oil on paper laid on canvas
each 28 x 45cm (11 x 17 11/16in).(2)

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Sale, Sotheby's Belgravia, 22 February 1972, lot 17.
with Oscar and Peter Johnson, London.

Sale, Christie's London, 13 December 2012, lot 36, sold for £43,250.

Literature

John Munday, *E.W.Cooke 1811-1880, A Man of his Time*, Woodbridge, 1996, the former, cat. no. 62/18, page 353; listed in Cooke's diary, No.8; illustrated in black and white, page 156, plate 125, the latter, cat. no. 62/19, page 353; listed in Cooke's diary, No.9; illustrated in black and white, page 352, plate 287: 'Sanctified by the churches of the Redentore, left, and the Gesuati on the Fondamenta delle Zattere, right, this picture nevertheless shows the artist excited by work in progress. Sheers rigged on the sailing vessel in the centre are probably to replace a lower mast. There are some very miscellaneous craft beyond and an unprepossessing riveted mooring buoy near at hand; who else but Cooke would have given significance to such an object? His gondola was presumably anchored'.

Munday lists these two works as being recorded in Cooke's diary for 1862, despite both being dated 1863, suggesting that this was presumably done once the works were sold.



16



17



18



18

16

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

Sheep in a Landscape
signed and dated 'T S Cooper/1846' (lower left)
watercolour
32.5 x 42cm (12 13/16 x 16 9/16in).

£800 - 1,200
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

D.K.Hermitage Esq, Manchester.
Private collection, UK.

Exhibited

Manchester, Royal Jubilee Exhibition, 1887.

17

STEPHEN TAYLOR (BRITISH, 19TH CENTURY)

Puppies at play
signed and dated 'Stepn Taylor. 1830' (lower right)
oil on canvas
50 x 62cm (19 11/16 x 24 7/16in).

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

18

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

The meeting; The letter, a pair
both signed 'G.GOODWIN KILBURNE' (lower right)
oil on panel
each 17 x 24cm (6 11/16 x 9 7/16in).(2)

£1,500 - 2,500
€2,100 - 3,500
US\$2,300 - 3,900



19

19 AR

EDGAR HUNT (BRITISH, 1876-1955)

The intruders
signed and dated 'E Hunt 1949' (lower right)
oil on canvas
40.7 x 61cm (16 x 24in).

£2,500 - 3,500

€3,500 - 5,000

US\$3,900 - 5,500

20

**JOHN FREDERICK HERRING, SNR.
(BRITISH, 1795-1865)**

A quiet corner of the farmyard
signed and dated 'J.F.Herring, Sen.r/1848'
(on door, upper centre)
oil on canvas, in a painted circle
33.7 x 33cm (13 1/4 x 13in).

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400

Provenance

with Richard Green, London, stock no. SP
975.
Private collection, UK.



20



21

21

HENRY JOHN YEEND KING (BRITISH, 1855-1924)

"After you"
signed 'YEEND KING' (lower left)
oil on canvas
40.6 x 50.8cm (16 x 20in).

£1,500 - 2,500
€2,100 - 3,500
US\$2,300 - 3,900



22

22

EDWARD BENJAMIN HERBERT (BRITISH, 1857-1893)

A farmyard scene
signed and dated 'E.B. Herbert./1889'
oil on canvas
61 x 87cm (24 x 34 1/4in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700



23

23 ^W

GEORGE EARL (BRITISH, 1824-1908)

A Gentleman on a bay hunter in a woodland landscape
signed and dated 'Geo. Earl 1872' (lower left)
oil on canvas
94 x 139.7cm (37 x 55in).

£2,500 - 3,000
€3,500 - 4,300
US\$3,900 - 4,700

Provenance

Sale, Christie's London, 5 June 1998, lot 78.
Private collection, UK.



24

24

HENRY BRIGHT (BRITISH, 1810-1873)

A drover and cattle in front of a windmill
signed and dated 'H Bright/1849' (lower right)
oil on canvas
65 x 105cm (25 9/16 x 41 5/16in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

25

GEORGE COLE (BRITISH, 1810-1885)

Sheep and figures in a coastal landscaped
signed and dated 'G. Cole/1857' (lower left)
oil on canvas
74 x 120cm (29 1/8 x 47 1/4in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700



25

26

ATTRIBUTED TO SAMUEL DAVID COLKETT (BRITISH, 1806-1863)

Cattle watering in an East Anglian landscape
oil on panel
49.5 x 71.7cm (19 1/2 x 28 1/4in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100



26



27



27



28

27

ENGLISH SCHOOL, 19TH CENTURY

A pair of Allegorical maidens
both bear signature
oil on canvas
each 56 x 30cm (22 1/16 x 11 13/16in).(2)

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

Provenance

From the Estate of P. D. James, Baroness James of Holland Park.

28^w

CIRCLE OF WILLIAM DE MORGAN (BRITISH, 1839-1917)

Queen and pageboy
watercolour with bodycolour, pastel, pen and ink over traces of pencil
on paper laid down on canvas
186 x 94cm (73 1/4 x 37in).

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

Provenance

Private collection, Italy.



29

29 *

FOLLOWER OF EDWARD JOHN POYNTER (BRITISH, 1836-1919)

On the piazza

bears signature and date (lower left) and bears inscription, signature and date (on reverse)

oil on canvas

78.7 x 44.5cm (31 x 17 1/2in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700



30

30

AFTER JOHN WILLIAM GODWARD, RBA

A Pompeian lady

bears monogram (lower right)

oil on canvas

97 x 71cm (38 3/16 x 27 15/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

The present lot is a copy after the original by Godward sold in Christie's New York, 1 November 2012, lot 44.



31



32

31
FREDERICK WALKER ARA (BRITISH, 1840-1875)
 Punch and Judy
 signed with initials 'F . W' (lower right)
 pencil, wash and bodycolour
 17.8 x 22.8cm (7 x 9in).

£2,000 - 3,000
 €2,800 - 4,300
 US\$3,100 - 4,700

32
SIR JOHN EVERETT MILLAIS, PRA (BRITISH, 1829-1896)
 A theatrical sketch; Study of an archway; Study of a palm tree, three
 ink and pencil
 19 x 12.2cm (7 1/2 x 4 13/16in); 20.5 x 14.6cm (8 1/16 x 5 3/4in);
 41.7 x 18.8cm (16 7/16 x 7 3/8in) respectively.(3)

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

Provenance
 By descent through the artist's family.



33



34



34

33

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

Studies of heads, hands and ears for Non angli sed angeli; A study for Non angli sed angeli; Othello and Desdemona before the Duke of Verona, three sheets framed as one pencil

20.3 x 33cm (8 x 13in); 47 x 43.2cm (18 1/2 x 17in); 21.6 x 33cm (8 1/2 x 13in) respectively.

Sold together with a study of a foot and a study of a hand, both from the Antique, by the same hand, two sheets framed as one, pencil, 45.7 x 40.6cm (18 x 16in) and 27.9 x 40cm (11 x 15 3/4in) respectively.(2)

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

Provenance

By descent through the artist's family.

34

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

William Marshall, 2nd Earl of Pembroke (1190-1231); Gilbert Marshal, 4th Earl of Pembroke (1194-1241), drawn from their burial effigies in Temple Church, London

both titled and inscribed with notes on the condition and appearance of the two effigies

pen and wash, unframed

30.3 x 21.7cm (11 15/16 x 8 9/16in) and 29.4 x 23.6cm (11 9/16 x 9 5/16in) respectively.(2)

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

Provenance

By descent through the artist's family.



'Startled' by Sir Frank Dicksee, 1892, copyright Royal Academy of Arts, London;
Photographer: John Hammond.

35 *

SIR FRANK (FRANCIS BERNARD) DICKSEE, PRA RI (BRITISH, 1853-1928)

A study for 'Startled'
signed 'Frank Dicksee' (lower right)
chalks
32 x 26cm (12 5/8 x 10 1/4in).

£4,000 - 6,000

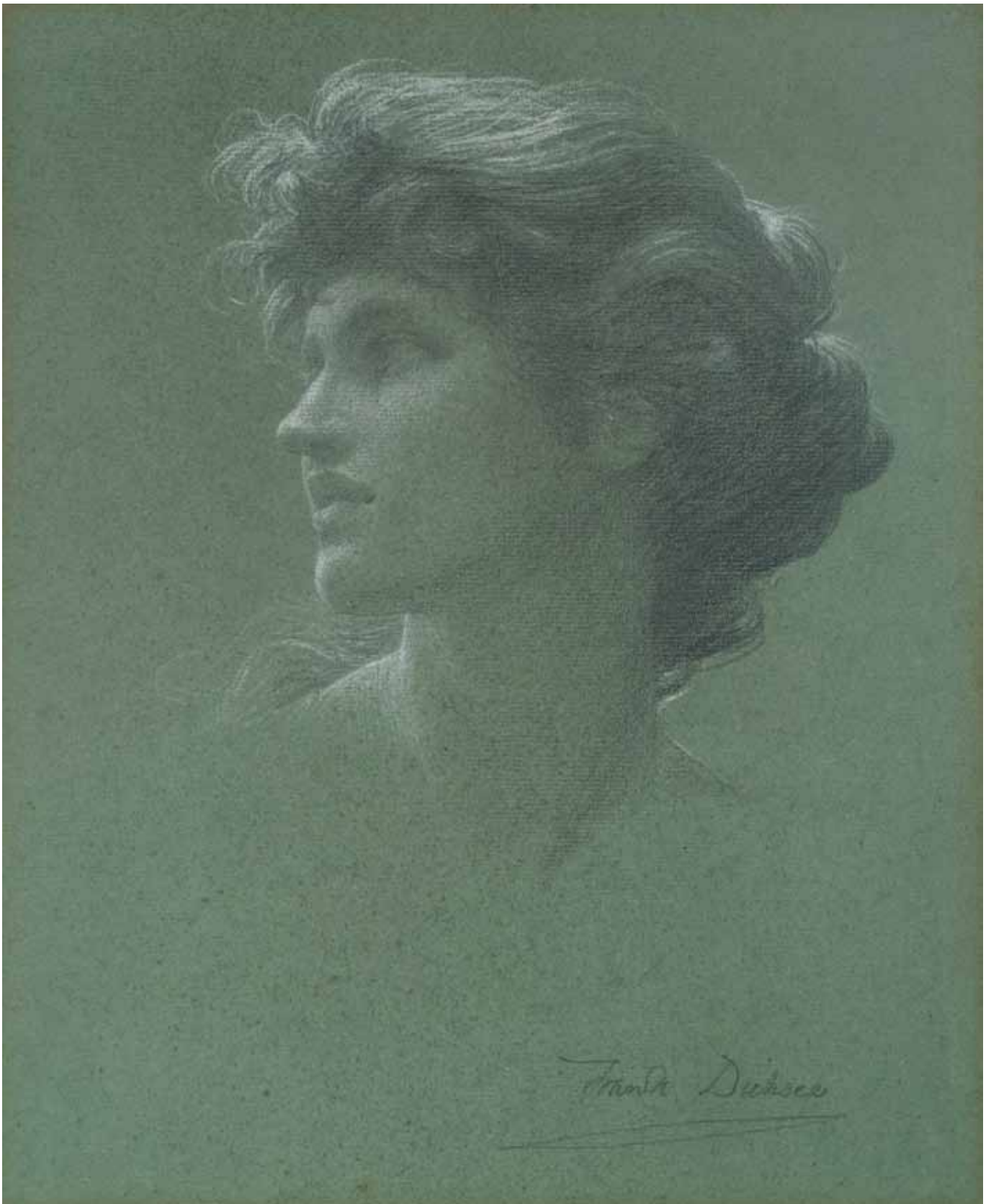
€5,700 - 8,500

US\$6,300 - 9,400

Exhibited

Thomas Catling(ed.), *The Press Album - Published in Aid of the Journalist's Orphan Fund*, published by John Murray, (London, 1909), illustrated opposite p.38 as 'Portrait of a Lady'.

The present lot is a preparatory study for the head of the main figure in Sir Frank Dicksee's 1892 work 'Startled', currently in the collection of the Royal Academy, London.





36

36

BRITON RIVIERE, RA (BRITISH, 1840-1920)

The most devoted of her slaves
signed with monogram and dated '1894' (lower left)
oil on canvas
81.3 x 50.8cm (32 x 20in).

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

Provenance

Sale, Christie's South Kensington, 7 November 2007, lot 310.
Private collection, UK.

Exhibited

London, Royal Academy, 1894, no. 608.



37



38



39

37

HENRY LE JEUNE, A.R.A. (BRITISH, 1819-1904)

The Ballad
signed with monogram and dated '1874'
(lower left)
oil on panel
38.1 x 27.9cm (15 x 11in).

£3,000 - 5,000
€4,300 - 7,100
US\$4,700 - 7,800

Provenance

By descent through the artist's family.

38

CHARLES EDWARD HALLÉ (BRITISH, 1846-1914)

At Vespers
signed 'C.E.Hallé' (lower right)
oil on canvas
61 x 46cm (24 x 18 1/8in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

Provenance

Purchased in the 1930s by the grandmother
of the present owner.
Thence by descent.

39

JOHN ABSOLON (BRITISH, 1815-1895)

Mrs Bagnet from Bleak House
signed 'John Absolon' (lower right) and bears
a printed excerpt from Bleak House (on an old
label attached to the backboard verso)
watercolour
77 x 115cm (30 5/16 x 45 1/4in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700



40

40^{AR}

COWAN DOBSON, RBA (BRITISH, 1893-1980)

Portrait of Mrs Bingham-Powell
signed and dated 'Cowan Dobson/45' (lower right)
oil on canvas
102 x 76cm (40 3/16 x 29 15/16in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700



41

41

THOMAS MARTINE RONALDSON (BRITISH, 1881-1942)

Portrait of Fay Compton as Ophelia
signed 'T.M. Ronaldson' (lower left)
oil on canvas, framed as oval
69.8 x 57.2cm (27 1/2 x 22 1/2in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Gifted to the actor Ballard Berkeley (1903-1988) by the artist.
Thence by family descent.

The actress Fay Compton (1894-1978) starred as Shakespeare's tragic female lead opposite John Barrymore in the famous 1925 production of Hamlet at the Haymarket Theatre, London.

42

NO LOT



43



44

43 AR

ARTHUR SPOONER (BRITISH, 1873-1962)

The Blacksmiths Shop
signed 'Artur Spooner' (lower left)
oil on canvas
63.5 x 76.2cm (25 x 30in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

44 AR

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

Lions at the river
signed and inscribed 'Arthur/Wardle/Sketch' (lower right)
oil on board
14.8 x 22.5cm (5 13/16 x 8 7/8in).

£2,500 - 3,500
€3,500 - 5,000
US\$3,900 - 5,500

Provenance

with W. H. Patterson Fine Art, London.



45

45^{AR}

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

The challenge
signed 'Arthur./Wardle' (lower left)
oil on canvas
46 x 66.5cm (18 1/8 x 26 3/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Sale, Sotheby's London, 12 April 1985, lot 161, sold for £13,000.
with The Horner Galleries, Sheffield.



46

46

**ALFRED AUGUSTUS GLENDENING
(BRITISH, 1840-1921)**

A house boat on the river
signed with initials 'A.A.G.90.' (lower right)
oil on canvas
30.5 x 50.8cm (12 x 20in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700



47

47

**ALFRED AUGUSTUS GLENDENING
(BRITISH, 1840-1921)**

A fisherman placing eel bucks
signed with initials and dated 'A.A.G. 90.'
(lower left)
oil on canvas
30.5 x 50.8cm (12 x 20in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700



48

48

**ALFRED AUGUSTUS GLENDENING
(BRITISH, 1840-1921)**

Sunset on the river
signed with initials and dated 'A.A.G. 69'
(lower left)
oil on canvas
20.3 x 38.1cm (8 x 15in).

£1,500 - 2,000
€2,100 - 2,800
US\$2,300 - 3,100



49

49

**ALFRED AUGUSTUS GLENDENING
(BRITISH, 1840-1921)**

A view of Windsor Castle from the Thames
signed with initials and dated 'A A G. 1901'
(lower right)

oil on canvas

30.5 x 55.9cm (12 x 22in).

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400



50

50

ERNEST WALBOURN (BRITISH, 1872-1927)

A mountainous river landscape
signed 'Ernest Walbourn' (lower right)
oil on canvas
60.9 x 92.7cm (24 x 36 1/2in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700



51

51

JOSEPH ADAM (BRITISH, ACTIVE 1858-1880)

Cattle in a highland landscape
signed 'J Adam' (lower right)
oil on canvas
51 x 77cm (20 1/16 x 30 5/16in).

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



52

52

WILLIAM MELLOR (BRITISH, 1851-1931)

'On the Llugwy, North Wales'
signed 'William Mellor' (lower left) and
inscribed with the title (on the reverse)
oil on canvas
61 x 91.5cm (24 x 36in).

£1,200 - 1,800
€1,700 - 2,600
US\$1,900 - 2,800



53



54

53

ALFRED DE BRÉANSKI SNR. (BRITISH, 1852-1928)

The islands of Loch Maree
signed 'Alfred de Bréanski' (lower left)
oil on canvas
40.6 x 60.9cm (16 x 24in).

£5,000 - 7,000

€7,100 - 9,900

US\$7,800 - 11,000

54

ALFRED DE BRÉANSKI SNR. (BRITISH, 1852-1928)

A Perthshire lake
signed 'Alfred de Bréanski' (lower right)
oil on canvas
40.6 x 60.9cm (16 x 24in).

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400



55



56

55

ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

'A Pond near Whitby'
signed and dated 'Albert Goodwin/1888' (lower right) and inscribed
with title (lower left)
watercolour and pastel
24.2 x 34.3cm (9 1/2 x 13 1/2in).

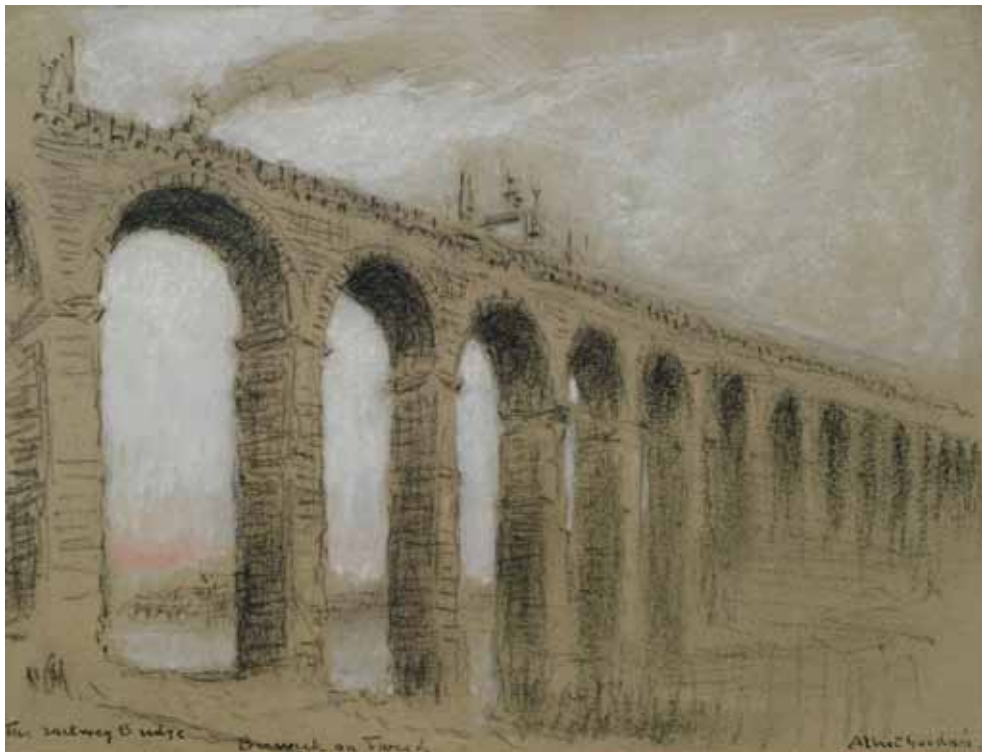
£800 - 1,200
€1,100 - 1,700
US\$1,300 - 1,900

56

ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

'Hoods Mill, Bexhill'
signed and dated 'Albert Goodwin/1925.' (lower right) and inscribed
'Hoods Mill. Bexhill.' (lower left)
watercolour and pen
24.2 x 35.5cm (9 1/2 x 14in).

£800 - 1,200
€1,100 - 1,700
US\$1,300 - 1,900



57



58

57

ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

'The Railway Bridge, Berwick on Tweed'
signed 'Albert Goodwin' (lower right) and inscribed with the title (lower left)

watercolour and charcoal
20.3 x 26.7cm (8 x 10 1/2in).

£700 - 1,000
€990 - 1,400
US\$1,100 - 1,600

58

ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

A Rainbow over Siena
watercolour and ink
signed and dated 'Albert Goodwin/95' (lower left) and inscribed 'Siena' (lower right)

15.2 x 25.4cm (6 x 10in).

£800 - 1,200
€1,100 - 1,700
US\$1,300 - 1,900



59

59

FREDERICK DANIEL HARDY (BRITISH, 1826-1911)

Sealing the Letter

oil on canvas

39 x 54cm (15 3/8 x 21 1/4in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

Provenance

Sale, Sotheby's London, 31 May 1995, lot 418.

Private collection, UK.

60

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

Portrait of a woman in a drawing room

signed and dated 'A.Chevallier.Tayler 1919' (lower left)

oil on canvas

61 x 45.7cm (24 x 18in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



60



61

61 W

NORMAN GARSTIN (IRISH, 1847-1926)

The interior of a rural inn
 signed and dated 'NORMAN GARSTIN/1912' (lower right) and bears
 possible title (on the stretcher verso)
 oil on canvas
 102 x 126cm (40 3/16 x 49 5/8in).

£5,000 - 7,000

€7,100 - 9,900

US\$7,800 - 11,000

Provenance

Private collection, UK.



62



63



64

62

SIR FRANCIS GRANT RA (BRITISH, 1803-1878)

The Hon. John Edmund Elliot MP bears inscription 'The Hon. John Edmund Elliot M.P./Roxburghshire/painted by F. Grant 1847. A perfect/likeness' (on old label attached to the stretcher *verso*) oil on canvas
76.5 x 64cm (30 1/8 x 25 3/16in).

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

Provenance

By family descent.

The Hon. John Edmund Elliot (30 March 1788 – 4 April 1862) was a British Liberal politician. Elliot was the third son of Gilbert Elliot-Murray-Kynynmound, 1st Earl of Minto, and Anna Maria, daughter of Sir George Amyand. Elliot sat as Member of Parliament for Roxburghshire in 1837 to 1841 and again from 1847 to 1859. He served under Lord John Russell as Joint Secretary to the Board of Control between 1849 and 1852. Elliot married Amelia, daughter of James Henry Casamajor, in 1809. He died in April 1862, aged 74.

63

ANTHONY FREDERICK AUGUSTUS SANDYS (BRITISH, 1832-1904)

Portrait of Anthony Sandys, the artist's father oil on panel
26 x 21cm (10 1/4 x 8 1/4in).

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

Exhibited

Brighton Art Gallery and Sheffield, Mappin Art Gallery, *Frederick Sandys 1829-1904*, 1974, no.81.

64

ANTHONY FREDERICK AUGUSTUS SANDYS (BRITISH, 1832-1904)

Portrait of Anthony Sandys, the artist's father oil on panel, framed as oval
24.5 x 19.5cm (9 5/8 x 7 11/16in).

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

Exhibited

Brighton Art Gallery and Sheffield, Mappin Art Gallery, *Frederick Sandys 1829-1904*, 1974, no.77.

According to a label written by Constance Sandys on the reverse of the panel, Frederick painted this portrait of his father in 1849 when he was just 17 years of age.

65 *

SAMUEL SIDLEY, RBA, ARCA (BRITISH, 1829-1896)

Primroses and bluebells
signed 'S Sidley' (centre left)
oil on canvas
76 x 63cm (29 15/16 x 24 13/16in).

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

Provenance

Sale, Christie's London, 2 June 1989, lot 87.
Sale, Christie's London, 10 March 1995, lot 205.
with Haynes Fine Art, Worcestershire (where purchased by the present owner).
Private collection, UK.

66

SIR WILLIAM FETTES DOUGLAS PRSA (BRITISH, 1822-1891)

'Maiden Meditation'
signed 'W Douglas R.A.' and inscribed with the title (on an old label attached to the stretcher verso)
oil on canvas
17.8 x 20.3cm (7 x 8in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



65



66



67

67

WILLIAM JAMES MÜLLER (BRITISH, 1812-1845)

A cottage interior with mother and child
signed and indistinctly dated 'W Müller/183...' (lower right)
oil on panel
25.4 x 39.3cm (10 x 15 1/2in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

68

HENRY CHARLES BRYANT (BRITISH, FL. 1860-1880)

A busy marketplace
signed and dated 'H.C. Bryant/1867' (lower left)
oil on canvas
42.6 x 52.7cm (16 3/4 x 20 3/4in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

Provenance

Sale, Sotheby's London, 12 December 1978, lot 162.
Private collection, UK.



68

69

TRISTRAM ELLIS (BRITISH, 1844-1922)

Two views of Cintra, Portugal
both signed, dated and inscribed 'Tristram Ellis Cintra 1883.' (both lower left)
watercolour
one 42 x 70cm (16 9/16 x 27 9/16in), the other 24 x 34cm (9 7/16 x 13 3/8in).(2)

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



69



70

70

JOHN ANTHONY PULLER (BRITISH, ACTIVE 1821-1867)

Reading time; The unwelcome guest, a pair
both signed 'J A Puller' (lower left/right)
one oil on board, the other oil on canvas
each 25.5 x 20.5cm (10 1/16 x 8 1/16in).(2)

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

71 *

HENRY PERLEE PARKER (BRITISH, 1795-1873)

Pitman at play
signed and dater 'HP Parker Pinxit/1838' (lower right)
oil on canvas
76.2 x 63.5cm (30 x 25in).

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

Provenance

with David Messum Fine Art, London.



70

70



71



72



73

72

EDWARD LADELL (BRITISH, 1821-1886)

Still life of fruit and glass
signed with monogram and dated '59' (lower left)
oil on panel
26 x 30cm (10 1/4 x 11 13/16in).

£4,000 - 6,000
€5,700 - 8,500
US\$6,300 - 9,400

73

EDWARD LADELL (BRITISH, 1821-1886)

Still life with bird's nest
signed with monogram (lower right)
oil on panel
23 x 30.5cm (9 1/16 x 12in).

£4,000 - 6,000
€5,700 - 8,500
US\$6,300 - 9,400



74

74

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Still life of fruit

signed and dated 'J. A. Grimshaw/1866.' (lower left)

oil on board

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

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Sale, Sotheby's London, 12 April 1985, lot 191.



75



76

75 AR

HAROLD CLAYTON (BRITISH, 1896-1979)

Still life of flowers in a green glass vase

signed 'Harold Clayton' (lower left)

oil on canvas

50 x 60cm (19 11/16 x 23 5/8in).

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

Provenance

with G M Loting Fine Art Galleries, London.

76 AR

STUART SCOTT SOMERVILLE (BRITISH, 1908-1983)

Still life of flowers

signed and dated 'Stuart Somerville 1951' (lower right)

oil on canvas

60 x 50cm (23 5/8 x 19 11/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



77

77 AR

HAROLD CLAYTON (BRITISH, 1896-1979)

Still life of spring flowers
signed 'Harold Clayton' (lower left)
oil on canvas
51 x 61cm (20 1/16 x 24in).

£2,500 - 3,500
€3,500 - 5,000
US\$3,900 - 5,500

Provenance

with Haynes Fine Art, Broadway.
Private collection, UK.

78 AR

CECIL KENNEDY (BRITISH, 1905-1997)

Madame Butterfly Roses
signed 'Cecil Kennedy' (lower right)
oil on canvas
50.8 x 40.6cm (20 x 16in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

Provenance

with The Fine Art Society, London.



78



79

79

ROBERT GALLON (BRITISH, 1845-1925)

A rural homestead
signed 'R Gallon' (lower left)
oil on canvas
60.9 x 91.4cm (24 x 36in).

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

80

ROBERT GALLON (BRITISH, 1845-1925)

Figures on a path in a rural landscape
signed 'R. Gallon' (lower left)
oil on canvas
31.7 x 53.3cm (12 1/2 x 21in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100



80

81

WILLIAM JOSEPH JULIUS CAESAR BOND (BRITISH, 1833-1926)

A pastoral English landscape
signed and dated 'WHJBond/86.90' (lower right)
oil on canvas
59 x 68.6cm (23 1/4 x 27in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



81

82

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

'A Surrey landscape'

signed and dated 'B W Leader 1916' (lower left), bears title on label (on the reverse)

oil on board

30 x 43cm (11 13/16 x 16 15/16in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

Provenance

with William Rodman & Co, Belfast.
Private collection, UK.

83

FREDERICK MARRIOTT (BRITISH, 1860-1941)

'Rye'

signed with initials, inscribed with the title and dated '98' (lower left)

oil on canvas

60.9 x 91.4cm (24 x 36in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

84 ^W

EDMUND GEORGE WARREN (BRITISH, 1834-1909)

Bringing in the harvest

signed 'Edmund G Warren' (lower left)

oil on canvas

77 x 123cm (30 5/16 x 48 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



82



83



84



85

85 W

JOHN BELL (BRITISH, 1812-1895)

A view of the Italian lakes
signed and dated 'John Bell.1860. (lower
right)

oil on canvas
76.2 x 127cm (30 x 50in).

£1,500 - 2,500

€2,100 - 3,500

US\$2,300 - 3,900

86

**EDWARD H NIEMANN (BRITISH, FL.
1863-1887)**

Richmond Castle
signed 'Niemann' (lower left)

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

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

87

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

Whitlingham Lane, Norwich
signed and dated 1828 'A Stannard fec.
1828' (lower right)

oil on panel
35.5 x 45.7cm (14 x 18in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

Provenance

with W. Boswell & Son, Norwich.
with M. Newman Ltd., London.
Private collection, UK.



86



87

88

**FREDERICK WILLIAM 'WATERS' WATTS
(BRITISH, 1800-1870)**

A river landscape

oil on canvas

34.3 x 50.8cm (13 1/2 x 20in).

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

89

**THOMAS BAKER OF LEAMINGTON
(BRITISH, 1809-1869)**

'On the Lathkill, Derbyshire'

bears signature and inscription (on the
stretcher verso)

oil on canvas

33.7 x 48.2cm (13 1/4 x 19in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

The artist makes reference to the composition
of this particular work in his notebook and has
listed it as no. 224, painted in May 1844. The
collection of Baker's notebooks and diaries
are in the Birmingham City Art Gallery.

90

**JOHN CLAYTON ADAMS (BRITISH, 1840-
1906)**

Derwentwater, Cumberland

signed and dated 'J CLAYTON ADAMS 1890'
(lower right)

oil on canvas

59 x 90cm (23 1/4 x 35 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



88



89



90



91



91



92

91

ALEXANDER YOUNG (BRITISH, 1865-1923)

Pittenweem harbour, Fifeshire; Fisherfolk on the shore, a pair both signed 'AYoung' (one lower left, the other lower right)
oil on canvas
each 50.8 x 76.2cm (20 x 30in). (2)

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

92

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

The Rhone at Avignon, Sunset
signed and dated 'ArthurJ.Meadows/1885' (lower left)
oil on canvas
61 x 107cm (24 x 42 1/8in).

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



93



94

93

WILLIAM COLLINS (BRITISH, 1788-1847)

Sorting the catch

oil on canvas

87.6 x 121.9cm (34 1/2 x 48in).

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

Provenance

Sale, Sotheby's London, *British Paintings 1500-1850*, 13 November

1996, lot 107.

Private collection, UK.

94

JAMES RICHARD MARQUIS, RHA (BRITISH, DIED 1885)

The landing stage on a stormy day

signed 'Marquis R.H.A.' (lower right)

oil on canvas

71 x 122cm (27 15/16 x 48 1/16in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700



95



96

95

GEORGE BARNARD (BRITISH, 1815-1890)

'Arvier in the Val D'Aosta'
signed and dated 'George Barnard/1864' (lower left), signed and
inscribed with the title (on a label attached to the backboard)
watercolour and bodycolour
66 x 94cm (26 x 37in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

Provenance

with Thos Agnew and Sons Ltd., London.
Sale, Sotheby's London, 25 February 1998, lot 488.
Private collection, UK.

96

GEORGE FENNEL ROBSON (BRITISH, 1788-1833)

A view of Ben Nevis from across Loch Eil
signed 'G.F.Robson' and inscribed 'Ben Nevis - Loch Eil.' (on the
reverse)
watercolour
45.7 x 76.2cm (18 x 30in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

Provenance

with Thos Agnews & Sons Ltd., London.
Sale, Sotheby's Gleneagles, 30 August 1968, lot 298A.
Private collection, UK.



97

97

THOMAS MILES RICHARDSON, R.W.S. (BRITISH, 1813-1890)

'At Amalfi'

signed and dated 'TMRICHARDSON 1853' (lower right),
signed, inscribed and dated 'No. 4/"At Amalfi." / Gulf of Salerno. /
T.M. Richardson/9. Radnor Place/Hyde Park/London/ 1853.' (on an old
artist's label attached to the backboard *verso*)

watercolour

64.7 x 100.4cm (25 1/2 x 39 1/2in).

£5,000 - 7,000

€7,100 - 9,900

US\$7,800 - 11,000

Provenance

Sale, Christie's London, 31 May 1892, lot 97.
with Mawson, Swan & Morgan Ltd., Newcastle upon Tyne.
with The Bourne Gallery, Reigate, Surrey.
Sale, Christie's London, 1 July 2004, lot 353.
Private collection, UK.



98

98

ALFRED GOMERSAL VICKERS (BRITISH, 1810-1837)

The Kremlin from the Moscow River
watercolour
30 x 44cm (11 13/16 x 17 5/16in).

£1,500 - 2,000
€2,100 - 2,800
US\$2,300 - 3,100

Provenance

with the Fine Art Society, April 1967, no.8492.
Private collection, UK.

99

DAVID COX SNR. O.W.S. (BRITISH, 1783-1859)

The Keep of Kenilworth Castle,
Worcestershire
watercolour
17.8 x 25.4cm (7 x 10in).
Executed circa 1835.

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

100

GEORGE ARTHUR FRIPP, RWS (BRITISH, 1813-1896)

Eel bucks on the Thames
signed and dated 'Goerge A Fripp/1865.'
(lower right)
watercolour
33.6 x 49.5cm (13 1/4 x 19 1/2in).

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

Provenance

with Anthony Reed English Drawings and
Paintings, Cork Street, London.
Private collection, Ireland.



99



100

101

WILLIAM CALLOW, RWS (BRITISH, 1812-1908)

Cottage in a country landscape
signed 'Wm Callow' (lower right)
watercolour
24 x 34cm (9 7/16 x 13 3/8in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Private collection, UK.

Exhibited

London, Appleby Bros. Ltd., *Spring Watercolour Exhibition*, 1969, ref. no. 9/RVN.

102

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

The Wrekin, Shropshire
watercolour
24.5 x 35.5cm (9 5/8 x 14in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Sale, Sotheby's London, *18th and 19th Century Drawings and Watercolours*, 13 July 1989, Lot 173.
Private collection, UK.

103

ROSE MAYNARD BARTON, R.W.S. (IRISH, 1865-1929)

Evening on Sark
signed and dated 'Rose Barton/87.' (lower left)
watercolour
19.5 x 29cm (7 11/16 x 11 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

with the Irish Fine Art Society, Dublin.



101



102



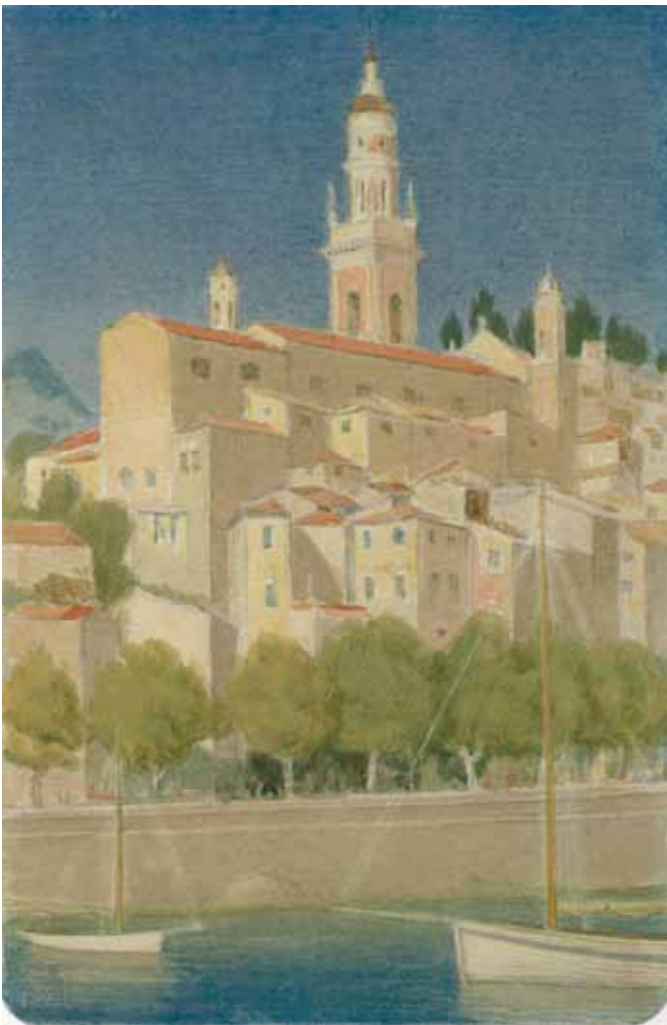
103



104



104



105

104

ADRIAN SCOTT STOKES (BRITISH, 1854-1935)

'Hay Time, Upper Hungary'

signed 'Adrian Stokes' (lower right)

oil on board

19 x 27.3cm (7 1/2 x 10 3/4in).

Sold together with another work by the artist titled 'Cottages on the outskirts of Bánffy-Hunyad', 20.3 x 25.4cm (8 x 10in).(2)

£1,200 - 1,800

€1,700 - 2,600

US\$1,900 - 2,800

Provenance

with The Leicester Galleries, London. (Partial label verso)

Private collection, UK.

Exhibited

London, The Leicester Galleries, *An Exhibition of Pictures painted in Austria-Hungary by Adrian and Marianne Stokes*, March - April 1907, no. 52.

London, The Leicester Galleries, *An Exhibition of Pictures painted in Austria-Hungary by Adrian and Marianne Stokes*, March - April 1907, (possibly) no. 50 ('Cottages on the outskirts of Bánffy-Hunyad').

Literature

Stokes, A., *Hungary; Painted by Adrian and Marianne Stokes*, (London, 1909), p. 164, illustrated pl. 42.

Stokes, A., *Hungary; Painted by Adrian and Marianne Stokes*, (London, 1909), p. 188, illustrated pl. 48 ('Cottages on the outskirts of Bánffy-Hunyad').

We are grateful to Mrs Magdalen Evans, author of *Utmost Fidelity; the painting lives of Marianne and Adrian Stokes* (2009) for her kind assistance in the cataloguing of this lot.

105

JOSEPH EDWARD SOUTHALL (BRITISH, 1861-1944)

Menton

signed with monogram and dated '1931' (lower left)

pencil and watercolour

19.5 x 13cm (7 11/16 x 5 1/8in).

£2,500 - 3,500

€3,500 - 5,000

US\$3,900 - 5,500



106

106 ^W

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

A sea view
signed 'MOSTYN' (lower right)
oil on canvas
123 x 183cm (48 7/16 x 72 1/16in).

£3,000 - 5,000
€4,300 - 7,100
US\$4,700 - 7,800

107 ^W

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

The Dream Palace
signed 'MOSTYN' (lower left) and bears title and signature (on the stretcher verso)
oil on canvas
129 x 102cm (50 13/16 x 40 3/16in).

£2,500 - 3,500
€3,500 - 5,000
US\$3,900 - 5,500



107



108

108

PERCY WILLIAM GIBBS (BRITISH, ACTIVE 1894-1937)

Punting on the Thames

signed 'P.W.GIBBS' (lower right)

oil on canvas

44.4 x 53.4cm (17 1/2 x 21in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

Provenance

with Paisnel Gallery, London.

with David Messum Fine Art, London.

Private collection, UK.



109

109

RICHARD GEORGE HINCHCLIFFE (BRITISH, 1868-1942)

The age of innocence

signed 'R.G.Hinchcliffe' (lower right)

oil on canvas

60.9 x 76.2cm (24 x 30in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

110

FREDERICK WILLIAM JACKSON (BRITISH, 1859-1918)

A Yorkshire landscape

signed 'F W JACKSON' (lower left)

oil on canvas

50 x 60cm (19 11/16 x 23 5/8in).



110

£800 - 1,200

€1,100 - 1,700

US\$1,300 - 1,900



111



112

111 AR

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

'Outward Bound, Concarneau'

signed 'W Lee Hankey' (lower left), signed and inscribed with the title (on canvas overlap)

oil on canvas

61.5 x 74.5cm (24 3/16 x 29 5/16in).

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400

112

JOHN ROBERTSON REID (BRITISH, 1851-1926)

Port Isaac, Cornwall

signed and dated 'John R Reid-98.' (lower right)

oil on canvas

86 x 118cm (33 7/8 x 46 7/16in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

113 AR

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

'Morning Lamorna'

signed 'S.J Lamorna Birch.' (lower left) and partially inscribed
'Morning, Lamo...' (on a label attached to the canvas overlap, verso)
oil on canvas

63.5 x 76.2cm (25 x 30in).

£8,000 - 12,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Sale, Christie's London, *20th Century British Art*, 9 June 2000, lot 19.
Private collection, UK.

Samuel John Birch was born in Egremont, Cheshire in 1869, the eldest of nine children. A self taught artist Birch briefly studied at the Académie Colarossi in Paris during 1895 on the advice of Stanhope Alexander Forbes (1857-1947). Through Forbes Birch was already aware of the artist's colony at Newlyn and in 1889 he visited for the first time, taking lodgings at Boleigh Farm at the head of the secluded Lamorna Valley.

At the mouth of the valley where the stream meets the sea lies Lamorna Cove, a rough beach with steep granite cliffs and a small collection of cottages sheltered behind a steep slipway and small breakwater. Dame Laura Knight (1877-1970) recalled her first visit to Lamorna:

'Violet-tinted grey granite boulders bordered a stream that found its way to Lamorna Cove - beauty pictured best by John himself in his many watercolours and oil canvasses.' (Dame Laura Knight 'S. J. Lamorna Birch as I knew him', reprinted in the catalogue to the exhibition 'Samuel John Lamorna Birch R.A.' Galerie George, London, 1986)

Birch was a romantic and was entranced by the valley and cove capturing the unique light of Cornwall's rugged coast and mystical river valleys with a spontaneity and freedom certainly influenced by the French Impressionist masters. Birch was a relentless worker who often woke before dawn to capture the morning sun breaking over the western horizon.

The present lot captures just such a morning. Broad and impulsive brushstrokes combine with a palette of soft pastel hues heightened with touches of brilliant white and yellow that imbue the painting with a hazy warmth and shimmering light. The artist's vantage point, high in the rocks above the shore line, gives a panoramic view of the full cove, the soft and still ocean flanked by the vertical strata of the cliffs. The composition is carefully balanced to focus the viewer's eye on the morning sun breaking from behind a cloud in the centre of the canvas and flooding the cove with light.

Birch moved to Lamorna permanently in 1902 and on the advice of Stanhope Forbes adopted the *soubriquet* 'Lamorna' to distinguish himself from the Newlyn based artist Lionel Birch (1858-1930). The beauty and seclusion of Lamorna combined with the presence of Birch drew some of the most significant British painters of the period to the small corner of Cornwall including Laura and Harold Knight (1874-1961) and Sir Alfred James Munnings (1878-1959) who all settled around the Lamorna valley for a blissful and carefree period preceding the First World War. Birch died in 1955 and is buried in the Parish Church of Paul a few miles from his beloved Lamorna valley.



(113 framed)





114

114 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'Gaité Parisienne, Danseuses de Can-Can'
oil on canvas
51 x 61cm (20 1/16 x 24in).
To be sold with a copy of *Tribute to Ballet*. (2)

£7,000 - 10,000
€9,900 - 14,000
US\$11,000 - 16,000

Provenance

The collection of prima ballerina Dame Merle Park, DBE.

Literature

J. Masfield and E. Seago, *Tribute to Ballet*, (London, 1938), colour plate, facing p. 26.

115 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'Don Juan, Les Ballets Russes de Monte Carlo'
signed and dated 'Edward Seago/38' (lower left)
oil on canvas
54 x 65cm (21 1/4 x 25 9/16in).

£6,000 - 8,000
€8,500 - 11,000
US\$9,400 - 13,000

Provenance

The collection of prima ballerina Dame Merle Park, DBE.

Literature

J. Masfield and E. Seago, *Tribute to Ballet*, (London, 1938), illustrated, p.xi.



115



116

116 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

'Evening, Ponza'

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

oil on board

50.8 x 76.2cm (20 x 30in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Private collection, UK.



117



118



119

117 AR

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

Ballet school
signed 'Laura Knight' (lower left) and inscribed 'blue curtain' (upper centre)
charcoal
30.5 x 24.2cm (12 x 9 1/2in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

with Abbot and Holder Ltd., London.
Private collection, UK.

118 AR

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

'Back-stage Diaghilev Ballet'
signed 'Laura Knight' and inscribed with title (lower right)
charcoal
37 x 26.8cm (14 9/16 x 10 9/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

119 AR

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

The final touch
signed 'G.L. Brockhurst' (lower right) and bears inscription 'Original Drawing/by G.L. Brockhurst' (on the backboard)
pencil
38.1 x 27.9cm (15 x 11in).
There is a study of a male head by the same hand (on the reverse)

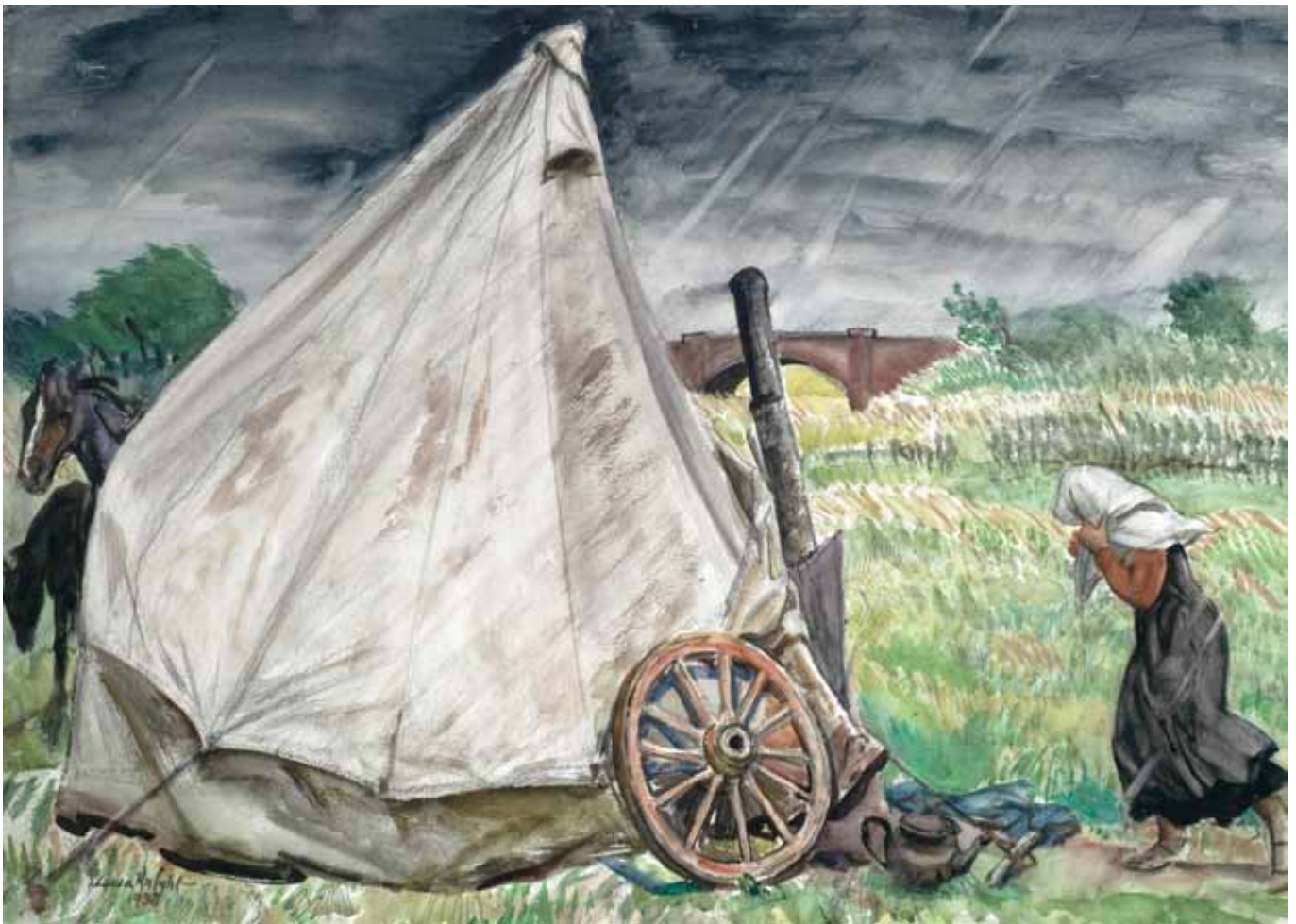
£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

The collection of A. C. J. Wall.
Thence by descent.



120

120 AR

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

'Running home'

signed and dated 'Laura Knight/1938' (lower left)

watercolour and black chalk

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

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

Provenance

Sale, Sotheby's London, *Works by Dame Laura Knight D.B.E., R.A. & Harold Knight R.A., sold by order of the executors*, 18 July 1973, lot 149. (purchased from the above by the current owner's mother).

Thence by descent.

121 AR

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

Portrait of Lady Hayter
signed and dated 'Laura Knight/1960' (lower left)
oil on canvas
67.3 x 55.9cm (26 1/2 x 22in).

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

Provenance

Margaret Alison, Lady Hayter.
Shirley Chubb (the adopted daughter of Charles Archibald Chubb, 2nd Baron Hayter and his first wife Mary Haworth).
Thence by descent to the present owner.

Exhibited

London, Royal Academy of Arts, 1961, no. 301, titled 'The Lady Hayter'.
London, Royal Academy of Arts, *Dame Laura Knight Exhibition*, 1965, no. 27.
London, Upper Grosvenor Galleries.
London, The Royal Society of Portrait Painters.

Literature

Referenced in Dame Laura Knight interview with David Gerard, British Library Sound Archive, 13 June 1965, no. C129/35W C1.

The sitter in the present lot is Margaret Alison (d. 1986) who was the second wife of Charles Archibald Chubb, 2nd Baron Hayter (1871-1967). Following the First World War and as Peggy Pickard she embarked on a career as an actress appearing at the Old Vic with a number of actors who would subsequently become famous including Eric Portman, Brenda Bruce and Elizabeth Allan. During her time at the Old Vic she appeared in four Shakespeare plays including playing Hippolyta in *Two Noble Kinsman*. In 1928 Margaret joined the Bristol Little Theatre Players as their leading lady and starred in no less than fourteen productions in her first year including as Nadya in Noel Coward's *The Queen was in the Parlour*. After a successful period performing in Bristol her acting career rather sadly seems to have come to an unexplained end, just when it appeared that she was destined for even more important roles. After the war Margaret Alison was married to Lord Hayter on the 23rd March 1949, the couple settled in Kensington before moving to Witney, Oxfordshire.

As well as an actress she was an accomplished sculptress and as Alison Pickard she produced a number of impressive bronze works most significantly of the famous Polish dancer and director Yurek Shabalevsky which was shown at the Royal Academy in 1938, no. 1532 and last sold at Christie's in 1994.

This portrait painted in 1960 and first exhibited at the Royal Academy in 1961 is a fine and elegant example of Laura Knight's supreme skill as a portrait painter and shows that Knight's command of painting was retained well in to her eighties. The delicate palette of the work combined with the fine detail of Margret's dress and the shimmering silk of the cushion imbue the painting with a genteelness and subtle refinement befitting a lady of Lady Hayter's status.

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



(121 framed)



(121 verso)





122



123



124

122 AR W

JOHN DALZELL KENWORTHY (BRITISH, 1858-1954)

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

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

123

RALPH PEACOCK (BRITISH, 1868-1946)

Portrait of Sara
signed 'RALPH PEACOCK' (lower right), signed and inscribed with the
title and artist's address (on the reverse)
oil on canvas board
111.8 x 64.7cm (44 x 25 1/2in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

124

EDWIN THOMAS ROBERTS (BRITISH, 1840-1917)

Love in a teacup
signed 'Edwin Roberts' (lower right)
oil on canvas
90 x 70cm (35 7/16 x 27 9/16in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

125

HAROLD HARVEY (BRITISH, 1874-1941)

Portrait of a man wearing a red bow tie
signed and dated 'H. Harvey.35' (lower right)
oil on canvas

40.6 x 30.5cm (16 x 12in).

There is an oil sketch of a village street scene
by the same hand (on the reverse)

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

Provenance

Private collection, UK.

We are grateful to Peter Risdon for his
assistance with the cataloguing of this lot. The
work is listed in the online catalogue of Harold
Harvey's work www.haroldharvey.info



125

126 AR

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

Portrait of Janet Ray, the artist's sister-in-law
oil on canvas, laid to card, unframed
32 x 32cm (12 5/8 x 12 5/8in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Gifted to the sitter by the artist.
Thence by family descent.

We are grateful to Dr Libby Horner for
confirming the authenticity of this work on the
basis of photographs.



126



127



128



129



127

127

LOUISE J. RAYNER (BRITISH, 1832-1924)

Pepper Alley Row, Chester; A street scene, Edinburgh, a pair both signed 'LOUISE RAYNER' (one lower left, the other lower right) watercolour each 26.5 x 11.5cm (10 7/16 x 4 1/2in). (2)

£1,500 - 2,000
€2,100 - 2,800
US\$2,300 - 3,100

128

LOUISE J. RAYNER (BRITISH, 1832-1924)

Looking up Thames Street, Windsor signed 'Louise Rayner' (lower left) watercolour heightened with white 17 x 12.5cm (6 11/16 x 4 15/16in).

£1,200 - 1,800
€1,700 - 2,600
US\$1,900 - 2,800

129

CATHERINE M. WOOD (BRITISH, ?-1939)

The North Door, Ely Cathedral indistinctly signed (lower left) oil on canvas 40.7 x 30.5cm (16 x 12in).

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

PART II: 19TH CENTURY EUROPEAN, IMPRESSIONIST & MODERN ART

Lots 130 - 211





130

130 ^{AR}

NOEL GEORGES BOUVARD (FRENCH, 1912-1975)

A Venetian canal
signed 'Bouvard' (lower right)
oil on canvas
50 x 67.3cm (19 11/16 x 26 1/2in).

£3,000 - 5,000
€4,300 - 7,100
US\$4,700 - 7,800

Provenance

The Cooling Galleries, London.
Private collection, UK.

131 ^{AR}

MARC ALDINE (FRENCH, 1870-1956)

A Venetian backwater
signed 'Marc Aldine' (lower right)
oil on canvas
55 x 46.3cm (21 5/8 x 18 1/4in).

£3,000 - 5,000
€4,300 - 7,100
US\$4,700 - 7,800



131

132

RUBENS SANTORO (ITALIAN, 1859-1942)

Gondola a Palazzo dei Piombi

signed 'Rubens Santoro' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

133

ANTONIETTA BRANDEIS

(CZECHOSLOVAKIAN, 1849-1910)

La C d'Oro a Venezia

signed with monogram (lower right)

oil on panel

33 x 23.2cm (13 x 9 1/8in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

Provenance

T. Richardson & Co., London.

Doig, Wilson & Wheatley, Edinburgh.

Private collection, UK.



132



133



134



135

134
BEPPE CIARDI (ITALIAN, 1875-1932)
Fiume al tramonto
 signed 'Beppe/Ciardi' (lower right)
 oil on board
 30.5 x 40cm (12 x 15 3/4in).

£3,000 - 5,000
 €4,300 - 7,100
 US\$4,700 - 7,800

135 ^{AR}
GIULIO VITTINI (ITALIAN, 1888-1968)
 Harbour scene, thought to be St Tropez
 signed 'G.Vittini' (lower right)
 oil on board
 37 x 45cm (14 9/16 x 17 11/16in).

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



136

136 ^W

VIGGO CHRISTIAN FREDERIK VILHELM PEDERSEN (DANISH, 1854-1926)

Sunset over the sea
signed and dated 'Viggo Pedersen 1906.'
(lower left)
oil on canvas
124 x 152cm (48 13/16 x 59 13/16in).

£3,000 - 5,000
€4,300 - 7,100
US\$4,700 - 7,800

Provenance

Hanina Gallery, London.

Exhibited

Berlin, *Große Berliner Kunstausstellung*, 1907,
no. 1420.

137

ANGIOLO TOMMASI (ITALIAN, 1858-1923)

Pescatore di rezzaglio
oil on board
32 x 20.5cm (12 5/8 x 8 1/16in).

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



137



138

138

JAN VAN COUVER (DUTCH, 1836-1909)

Dutch Harbour, a pair
both signed 'J Van Couver' (one lower left, the other lower right)
both oil on canvas
each 76.2 x 101.6cm (30 x 40in). (2)

£1,500 - 2,000
€2,100 - 2,800
US\$2,300 - 3,100

139^W

CORNELIS CHRISTIAAN DOMMERSEN (DUTCH, 1842-1928)

Bassin, Boulogne sur Mer
signed and dated 'C. Dommersen/1882' (lower left); signed, titled, inscribed and dated 'Bassin. Boulogne sur Mer/painted by me/C. Dommersen/1882' (on the reverse)
oil on canvas
77.8 x 128.7cm (30 5/8 x 50 11/16in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700



138



139



140

140

**LOUIS ARTAN DE SAINT-MARTIN
(DUTCH, 1837-1890)**

Souvenir of Guernsey
signed with a strengthened signature 'ARTAN'
(lower right)
oil on canvas
50.5 x 100cm (19 7/8 x 39 3/8in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

141

**JOHANNES HERMANUS BAREND
KOEKKOEK (DUTCH, 1840-1912)**

Fisherfolk on the shore
signed 'Jan. H. B. Koekkoek' (lower right)
oil on canvas
36 x 64cm (14 3/16 x 25 3/16in).

£1,200 - 1,800

€1,700 - 2,600

US\$1,900 - 2,800



141

142

**PIETER CHRISTIAN DOMMERSEN
(DUTCH, 1865-1913)**

The Zandhoek, Amsterdam
signed and dated 'P C Dommersen.1896'
(lower left)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700



142



143

143

PAUL EMMANUEL PERAIRE (FRENCH, 1829-1893)

Un coup de vent

signed 'P. Péraire' (lower left)

oil on canvas

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

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



144

144

HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)

Paysage

signed 'harpignies' (lower left)

oil on canvas

72 x 57cm (28 3/8 x 22 7/16in).

£3,000 - 5,000

€4,300 - 7,100

US\$4,700 - 7,800

145

NO LOT



146

146

HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)

Le ruisseau sur coucher du soleil

signed and dated 'harpignies.79' (lower left)

oil on canvas

54.5 x 38cm (21 7/16 x 14 15/16in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700



147

147

LOUIS REINHARDT (GERMAN, 1849-1870)

Sheep resting, a mountainous landscape beyond
signed 'L Reinhardt' (lower left)
oil on canvas
52.5 x 65.5cm (20 11/16 x 25 13/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Anon. sale, Christie's, London, 11 July 2007, lot 1192.
Private collection, UK.

148 AR W

RICHARD FEHDMER (GERMAN, 1860-1945)

A woman drawing water from a stream
signed and inscribed 'Richard Fehdmer/ anvers' (lower left)
oil on canvas
105 x 120.5cm (41 5/16 x 47 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



148

149

VIGGO CHRISTIAN FREDERIK VILHELM PEDERSEN (DANISH, 1854-1926)

A moment's rest
signed, dated and indistinctly inscribed
'Ma..1913. Viggo Pedersen' (lower left)
oil on canvas
56.5 x 74cm (22 1/4 x 29 1/8in).

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



149

150

STEPAN FEDOROVICH KOLESNIKOV (RUSSIAN, 1879-1955)

Grazing the meadow
signed in Russian (lower right)
gouache on board
20.7 x 25 cm (8 1/8 x 9 13/16in).

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



150



151

151
ANDREAS SCHELFHOUT (DUTCH, 1787-1870)

Boerderij in de winter
 oil on panel
 30.5 x 23cm (12 x 9 1/16in).
 The two figures are painted by another hand.

£2,500 - 3,500
 €3,500 - 5,000
 US\$3,900 - 5,500

Provenance
 Simonis & Buunk Kunsthandel, Netherlands.
 Private collection, Netherlands.

Exhibited
 Ede, Simonis & Buunk Kunsthandel, *Onsterfelijk schoon. De landschappen van Andreas Schelfhout (1787-1870) en zijn leerlingen*, 27 January - 13 March 2005.



152

152
JEAN LOUIS ERNEST MEISSONIER (FRENCH, 1815-1891)

Dante
 signed with monogram (lower left)
 oil on panel
 28.5 x 16cm (11 1/4 x 6 5/16in).

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

Provenance
 Anon. sale, Christie's, London, 13 March 1964, lot 82.
 Anon. sale, Phillips, London, 18 June 1991, lot 62.
 Private collection, UK (acquired at the above sale).



153

153

LOUIS GABRIEL EUGÈNE ISABEY (FRENCH, 1803-1886)

The Armoury

signed and dated 'E. Isabey 66.' (lower right)

oil on panel

30.5 x 40cm (12 x 15 3/4in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Arthur Tooth & Sons, London.

Anon. sale, Sotheby's, London, 12 February 1969, Lot 104.

Acquired from the above by the present owner's family.

154

THÉODORE GÉRARD (BELGIAN, 1829-1895)

Telling the tale

signed and dated 'Thé Gerard. 1871' (lower right)

oil on panel

32 x 24cm (12 5/8 x 9 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



154



155



156



157

155

ROBERTO FONTANA (ITALIAN, 1844-1907)

Portrait of a young woman
signed 'R FONTANA' (lower left)
oil on canvas
23 x 15cm (9 1/16 x 5 7/8in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

156

ALESSANDRO ZEZZOS (ITALIAN, 1848-1913)

Dreaming
signed and dated 'Zezz. 1889.' (lower left)
watercolour
37 x 29.5cm (14 9/16 x 11 5/8in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

157

JEAN ANTOINE LAURENT (FRENCH, 1763-1832)

Little red riding hood
signed and dated 'Laurent/1822' (lower right)
oil on panel
45.7 x 37cm (18 x 14 9/16in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100



158

158

CECILIO PLÁ (SPANISH, 1860-1934)

A girl eating bread
signed 'Cecilio Plá' (lower right)
oil on canvas laid down on board
48.2 x 33cm (19 x 13in).

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

159

JOSEPHUS LAURENTIUS DYCKMANS (BELGIAN, 1811-1888)

A good deed
signed and dated 'J.Dyckmans/1861.' (lower left)
oil on panel
42 x 32.7cm (16 9/16 x 12 7/8in).

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

Provenance

J & W Vokins, London.

160

PIERRE JEAN EDMOND CASTAN (FRENCH, 1817-1892)

The errand
signed and dated 'Edmond Castan/1863' (lower right)
oil on panel
27 x 21cm (10 5/8 x 8 1/4in).

£1,500 - 2,000
€2,100 - 2,800
US\$2,300 - 3,100

Provenance

M. Newman, Ltd., London.



159



160



161

161

CAROLINE VAN DEURS (DANISH, 1860-1932)

Beyond Their Years
signed with monogram and dated '1914'
(lower centre)
oil on canvas
66.5 x 93.5cm (26 3/16 x 36 13/16in).



162

162

**ATTRIBUTED TO THÉOPHILE
EMMANUEL DUVERGER (FRENCH, 1821-1886)**

A convent classroom
oil on canvas
63.7 x 89cm (25 1/16 x 35 1/16in).

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

Provenance

Sale, Sotheby's & Co., Wednesday 6 March
1968, lot 179, sold for £90 hammer.
Private collection, UK.

163

FRANCIS DAVIS MILLET (AMERICAN, 1846-1912)

The proposal
signed 'F.D. Millet' (lower left)
oil on canvas
61.5 x 92cm (24 3/16 x 36 1/4in).

£2,000 - 3,000
€2,800 - 4,300
US\$3,100 - 4,700

164

ALPHONSE JULES DEBAENE (19TH CENTURY)

Resting
signed with a strengthened signature 'A. DEBAENE' (lower left)
oil on canvas
37 x 45.5cm (14 9/16 x 17 15/16in).

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

165

VICENTE GARCÍA DE PAREDES (SPANISH, 1845-1903)

Arriving at the ball
signed 'V. de PAREDES' (lower right)
goauche
47.5 x 62cm (18 11/16 x 24 7/16in).

£1,500 - 2,000
€2,100 - 2,800
US\$2,300 - 3,100

Provenance

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



163



164



165



166

166

GUIDO BACH (GERMAN, 1828-1905)

The chaperone
signed and dated 'Guido Bach/1873' (lower left)
watercolour
53 x 38cm (20 7/8 x 14 15/16in).

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



167

167

JOSÉ GARCÍA Y RAMOS (SPANISH, 1852-1912)

Making an entrance
signed and inscribed 'Garcia Ramos/Roma' (lower left)
oil on board
45 x 30cm (17 11/16 x 11 13/16in).

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



168 ^W

FRANCINE CHARDERON (FRENCH, 1861-1928)

Femme élégante avec manchon de fourrure
signed and dated 'F.Chardon/1899.' (lower left)

oil on canvas, unframed
140.5 x 80cm (55 5/16 x 31 1/2in).

£4,000 - 6,000
€5,700 - 8,500
US\$6,300 - 9,400

168



169

169

**JAN VAN DER WAARDEN (HAARLEM
1811-1872)**

A terracotta urn with grapes, peaches, plums and other fruit on a stone ledge with roses, forget-me-nots, poppies and other flowers signed and dated 'JVanderWaarden/ 1866' (lower right)

oil on canvas

74.2 x 60.5cm (29 3/16 x 23 13/16in).

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400

Provenance

Frost & Reed, London (according to a label on the reverse).

170

DUTCH SCHOOL, 19TH CENTURY

Still life of flowers in a terracotta vase signed with initials 'M.H.' (lower left)

oil on canvas

54 x 62cm (21 1/4 x 24 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Anon. sale, Sotheby's, London, 26 March 1997, lot 41.

Private collection, UK.



170

171

JACQUELINE MARVAL (FRENCH, 1866-1932)

Fleurs

signed 'Marval' (lower left)

oil on canvas

81.3 x 65cm (32 x 25 9/16in).

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

Provenance

Galerie Druet, Paris.

Crane Kalman Gallery, London.

Private collection, UK.



171

172

WILLIAM MUSSIL (AUSTRIAN, 1828-1906)

Calla Lillies

inscribed and dated 'Calla Aethiop/ica Araum/

Trentham 93' (lower centre)

watercolour and bodycolour

62 x 47.5cm (24 7/16 x 18 11/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Abbott & Holder Ltd., London.

Private collection, UK.



172



173



173



174

173^{AR}

GABRIEL DESCHAMPS (FRENCH, BORN 1919)

Campagne du Tignet, près de Grasse; Provence, près de Grasse

two, one signed 'G. DESCHAMPS' (lower left); the other signed 'G. DESCHAMPS' (lower right)

both, oil on canvas

one 27 x 35cm (10 5/8 x 13 3/4in), the other 27.5 x 35cm (10 13/16 x 13 3/4in). (2)

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

174

PAUL MATHIEU (BELGIAN, 1872-1932)

A la campagne

indistinctly signed (lower left); bears stamp 'Paul Mathieu Succession' (on the reverse)

oil on board

41 x 54.5cm (16 1/8 x 21 7/16in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

Literature

P. Berko, V. Berko & S Rey, *Collection Berko: Paul Mathieu 1872/1932*, 1989 (illustrated p. 85).

175

JOSEPH RAPHAEL (AMERICAN, 1869-1950)

Wooded landscape
signed 'JOS RAPHAEL' (lower right)
oil on board
25.6 x 35.5cm (10 1/16 x 14in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

176

EDMOND MARIE PETITJEAN (FRENCH, 1844-1925)

Semur, Côte d'or
signed 'E. Petitjean' (lower right)
oil on canvas
46 x 65cm (18 1/8 x 25 9/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

M. Newman Ltd., London.

Acquired from the above by the present owner's family, 28 May 1968.



175



176



177

177 AR

GEORGES MANZANA PISSARRO (1871-1961)

La maison

signed 'Manzana Pissarro' (lower right)

oil on canvas

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

£3,000 - 4,000

€4,300 - 5,700

US\$4,700 - 6,300

The authenticity of this work has kindly been confirmed by Lélia Pissarro and David Stern.

This work is registered in the archives of Pissarro Stern Publications Ltd.

Provenance

Anon. sale, Sotheby's, Olympia, 24 March 2004, lot 64.

Private collection (acquired at the above sale).

178 AR

RENÉ DULIEU (FRENCH, 1903-1992)

Montmartre Paris; Scène de rue

two, one signed and dated 'René Dulieu 61' (lower left); inscribed with the artist's address (on the stretcher); the other signed and dated 'René Dulieu 62' (lower left)

both oil on canvas

each 46 x 55cm (18 1/8 x 21 5/8in).(2)

The present lot is sold together with a postcard written by the artist.

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Gifted by the artist to the mother of the present owner.

Private collection, UK.



178



178

179 AR

HENRI HAYDEN (1883-1970)

La Marne à Ussy-sur-Marne

signed and dated 'Hayden/57' (lower left)

oil on board

38.1 x 45.7cm (15 x 18in).

Painted in 1957

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

The authenticity of this work has kindly been confirmed by Monsieur Pierre Célice.

179



Provenance

Anon. sale, Sotheby's, Olympia, 24 March 2004, lot 75.

Private collection, UK (acquired at the above sale).

Samuel Barclay Beckett (1906 – 1989), the Irish playwright, novelist and poet, purchased a house in *Ussy-sur-Marne*, France. Hayden became friends with the Nobel prize-winning author while they were evading the Nazis during WWII. Numerous letters and cards were sent between the two after the war – both a difficult time for Beckett (he had recently lost his mother and brother) and one when his writing was particularly productive. Beckett in turn aided Hayden in a range of tasks, most notably introducing the artist to the dealer Victor Waddington and sorting out his finances. It was most likely Beckett who introduced Hayden to this village whilst he was living there.

180 AR

BLANCHE AUGUSTINE CAMUS (1881-1968)

Côte d'Azur

signed 'BA Camus' (lower right)

oil on canvas

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

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700



180



181

181 AR

ANTOINE BLANCHARD (FRENCH, 1910-1988)

Les Grands Boulevard

signed 'Antoine. Blanchard.' (lower right)

oil on canvas

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

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400



182

182 AR

ANTOINE BLANCHARD (FRENCH, 1910-1988)

Boulevard de la Madeleine

signed 'Antoine. Blanchard.' (lower right)

oil on canvas

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

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400



183

183 AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Café de la Paix, l'Opéra, Paris

signed 'Edouard Cortès.' (lower right)

oil on canvas

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

£7,000 - 10,000

€9,900 - 14,000

US\$11,000 - 16,000

Provenance

William & Son, London, no. 11226.

Private collection, UK.



184

184 AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Madeleine de la rue Royale, Paris

signed with a strengthened signature 'Edouard Cortès.' (lower right)

oil on canvas

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

£7,000 - 10,000

€9,900 - 14,000

US\$11,000 - 16,000

Provenance

William & Son, London, no. 11227.

Private collection, UK.



185

185
FERDINAND MAX BREDT (GERMAN, 1868-1921)
 Portrait of a young woman
 signed and dated 'FM Bredt/1918.' (upper left)
 oil on board
 38 x 28cm (14 15/16 x 11in).

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



186

186 AR W
VICTOR HAAGEN-MÜLLER (DANISH, 1894-1959)
 Morning, in the conservatory
 signed and dated 'V.Haagen-Müller.39.' (lower left)
 oil on canvas
 120 x 100cm (47 1/4 x 39 3/8in).

£2,000 - 3,000
 €2,800 - 4,300
 US\$3,100 - 4,700

Provenance

Anon. sale, Christie's, South Kensington, 20 March 1997, lot 20.
 Hanina Gallery, London.



187

187

FRIEDRICH STAHL (GERMAN, 1863-1940)

Portrait of Diana Silvarum
signed, dated and inscribed 'Fried/Stahl-/Florenz/1920' (lower left);
inscribed 'DIANA SILVARUM.CULTRIX.CASTISSIMA.EST' (upper edge)
oil on panel
35.5 x 27cm (14 x 10 5/8in).

£5,000 - 8,000

€7,100 - 11,000

US\$7,800 - 13,000

Provenance

Anon. sale, Sotheby's, New York, 28 February 1992, lot 53.
Private collection, UK (acquired at the above sale).

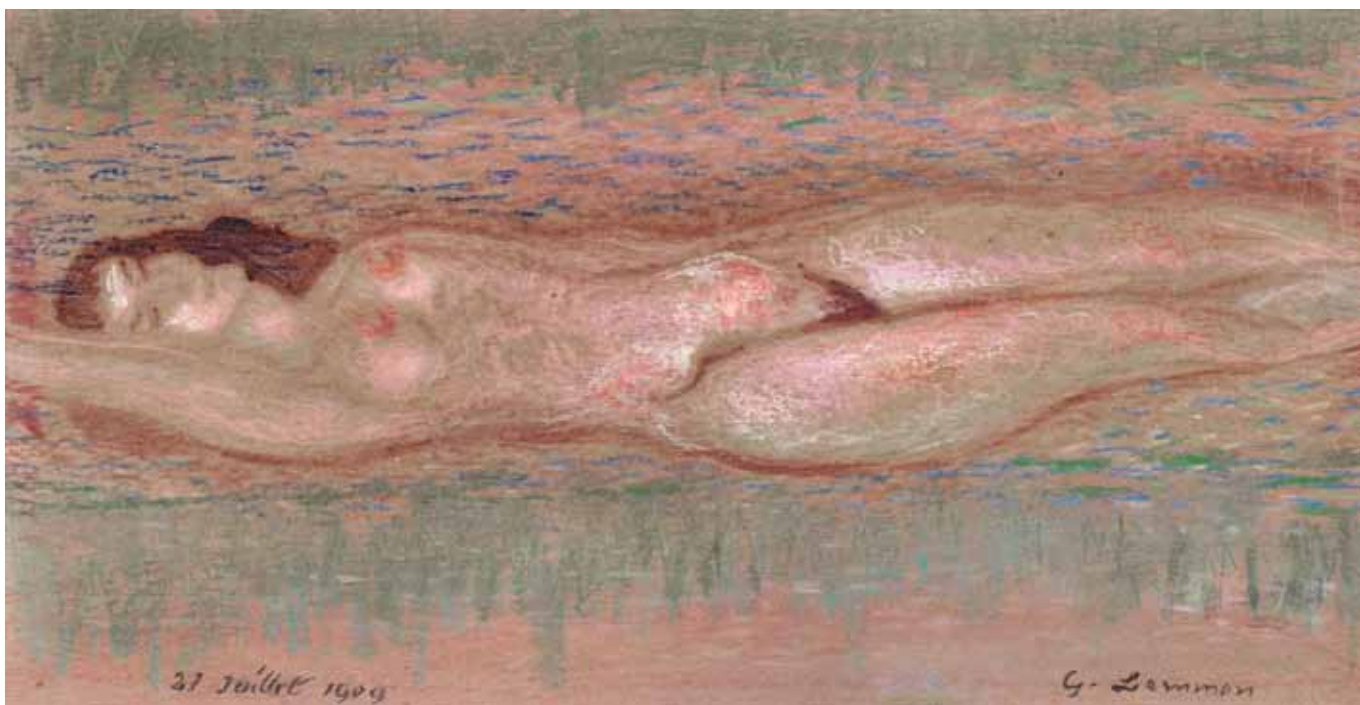
Friedrich Stahl, studied at the Munich Academy in 1878 as a pupil of Wilhelm Diez (1839-1907), Ludwig von Löffitz (1845-1910) and Gyula Benczúr (1844-1920). At the age of 21 he moved into his own studio in Berlin where he was active from 1886 until 1898. He co-founded the 'Vereinigung der XI' which had its first exhibition in 1892 at the Galerie Schulte in Berlin. He was later appointed as a member of the Society of German Watercolour Painters and for a period was active in the Munich Secession.

Stahl travelled to England in 1899 in order to further his interest and study of the Pre-Raphaelites. The interest in Pre-Raphaelite Italian painting that was the foundation of the English brotherhood also became the template for much of his own work for the remainder of his career.

The artist subsequently moved to Florence in 1904, where he remained until 1913 studying the works of the early Italian Renaissance. The present lot is a direct result of this influence. It's harsh profile, colouring influenced by fresco pigments and low landscape horizon is overtly Florentine and pays homage to the early quattrocento portraitists he so admired. It is not surprising that the ordered nature of Florentine Renaissance art would appeal to the German sensibility in Stahl.

Stahl portrays his sitter as Diana, the hunter Goddess with her decorated quiver subtly slung over her shoulder. The inscription in stylised Latin lettering roughly translated as 'Diana of the forest is devoted and chaste', gives a sense of this not being a straight forward commissioned portrait, but something much more intimate and important. Stahl was pulled in two directions in his career; the pull of society pictures depicting bourgeois subjects with Impressionist influenced brushwork working against his more radical tendency as embodied by this portrait.

After a brief time in Munich in 1914 Stahl moved to Feldafing for 12 years where it is likely the present lot was painted. He then returned to Rome in 1925, eventually dying there in 1940 after receiving the Goethe medal under the direction of Martin Bormann. Stahl lived and worked through a tumultuous period of European history and whilst this has cast a shadow over some of his work, this painting is evidence of his pioneering position in German art of the late nineteenth/early twentieth century.



188



189

188

GEORGES LEMMEN (1865-1916)

Femme nue

signed 'G Lemmen' (lower right); dated '27 Juillet 1909' (lower left)

pastel on card

16.3 x 32cm (6 7/16 x 12 5/8in).

£800 - 1,200

€1,100 - 1,700

US\$1,300 - 1,900

The authenticity of this work has kindly been confirmed by Mr. Olivier Bertrand.

189 AR

HERNANDO VIÑES (1904-1993)

Retrato de mujer

signed 'H Viñes' (on the reverse)

oil on canvas

40.7 x 26.7cm (16 x 10 1/2in).

Painted circa 1945-1950

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

The authenticity of this work has kindly been confirmed by the Fondation Hernando Viñes.

Provenance

Anon. sale, Christie's, London, 1 April 2008, lot 434.

Private collection, UK (acquired at the above sale).



190

190

MARINA MARINA (RUSSIAN, BORN 1970)

The memory of the gallant century
 signed 'Marina' (lower left); signed in Cyrillic, signed, inscribed and
 dated 'Marina Marina/x.m., 60,5 x 90,5 cm/2015 r.' (on the reverse)
 oil on canvas
 60.5 x 90.5cm (23 13/16 x 35 5/8in).

£5,000 - 7,000

€7,100 - 9,900

US\$7,800 - 11,000



191



192

191

ARISTIDE MAILLOL (1861-1944)

Marguerite

signed with the artist's monogram (lower left)

black crayon on paper

22.6 x 39.5cm (8 7/8 x 15 9/16in).

Executed circa 1889

£2,000 - 3,000

€2,800 - 4,300

US\$3,100 - 4,700

The authenticity of this work has kindly been confirmed by Monsieur Olivier Lorquin.

Provenance

Anon. sale, Christie's, London, 4 April 2007, lot 402.

Private collection, UK (acquired at the above sale).

192 ^{AR}

ALFRED KUBIN (1877-1959)

Der Vampyr

signed 'Kubin' (centre right); inscribed (lower left); indistinctly inscribed '„Graf Dracula zu dem Roman gleichen Namens von Bram-Stoker..'" (on the reverse)

pencil on paper

30.5 x 25.4cm (12 x 10in).

Executed circa 1930

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

The authenticity of this work has kindly been confirmed by Dr. Annegret Hoberg from the Städtische Galerie im Lenbachhaus, Kubin-Archiv.

Provenance

Lukas Grafe, Austria (a gift from the artist).

J. & R. M. Blumfield (a gift from the above).

Thence by descent to the present owner.



193

193 AR

NIKOS HADJIKYRIAKOS-GHIKA (GREEK, 1906-1994)

Garden

signed and dated 'Ghika 54' (lower right)

China ink on paper, unframed

28.5 x 37.5cm (11 1/4 x 14 3/4in).

£1,500 - 2,000

€2,100 - 2,800

US\$2,300 - 3,100

194 AR

HENRI NOUVEAU (1901-1959)

Composition

signed with the artist's monogram 'H N.' (lower right)

watercolour, coloured crayons and pencil on paper

image 20 x 17cm (7 7/8 x 6 11/16in); sheet 20 x 23cm (7 7/8 x 9 1/16in).

£800 - 1,200

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Mrs Nadolny Collection, circa 1970s.

Mrs Tarassachriki Collection (a gift from the above).

Private collection, Paris.

195 AR

AMÉDÉE OZENFANT (1886-1966)

Etude pour Maternité

signed and dated 'ozenfant 41' (lower right); indistinctly inscribed (upper right)

pencil on paper

25.4 x 19.7cm (10 x 7 3/4in).

Executed in 1941

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

The authenticity of this work has kindly been confirmed by Monsieur Pierre Guénégan.

This work will be included in the forthcoming *catalogue raisonné* of works on paper of Amédée Ozenfant currently being prepared by Monsieur Pierre Guénégan.

Provenance

The Piccadilly Gallery, London.

Galerie Eric Franck, Geneva, no. D.397.

Private collection, UK.



194



195



196



197

196 AR

BELA DE KRISTO (1920-2006)

Composition avec bouteille de Gin

signed 'De Kristo' (lower left)

oil on canvas

51 x 62.5cm (20 1/16 x 24 5/8in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

197 AR

CLAUDE VENARD (1913-1999)

Nature morte

signed 'C. VENARD' (lower left)

oil on canvas

91.5 x 73cm (36 x 28 3/4in).

£2,500 - 3,500

€3,500 - 5,000

US\$3,900 - 5,500

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

198 AR

CLAUDE VENARD (1913-1999)

La moisson

signed 'C. VENARD' (lower left)

oil on canvas

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

£3,500 - 5,500

€5,000 - 7,800

US\$5,500 - 8,600

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



198

199 AR

CLAUDE VENARD (1913-1999)

L'arbre rouge

signed 'C.VENARD' (lower right)

oil on canvas

89 x 116cm (35 1/16 x 45 11/16in).

£3,500 - 5,500

€5,000 - 7,800

US\$5,500 - 8,600

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



199



200

200 ^{AR}

CLAUDE VENARD (1913-1999)

Nature morte avec tuba

signed and dated 'C. VENARD 55' (lower left)

oil on canvas

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

Painted in 1955

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400

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



201

201 AR

THÉO TOBIASSE (1927-2012)

Nature morte aux fruits

signed 'Theo Tobiasse' (upper right); inscribed 'nature morte aux fruits' (upper left); dated '70' (centre left)

oil on canvas

50 x 50cm (19 11/16 x 19 11/16in).

Painted in 1970

£4,000 - 6,000

€5,700 - 8,500

US\$6,300 - 9,400

The authenticity of this work has kindly been confirmed by Madame Catherine Faust-Tobiasse.

This work will be included in the forthcoming Théo Tobiasse *catalogue raisonné* currently being prepared by Madame Catherine Faust-Tobiasse.

Provenance

Private collection, UK.



202



203

202

MENACHEM HELHOLZ-OUR (1911-2008)

Abstract colour composition

oil on canvas

46 x 65cm (18 1/8 x 25 9/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

203

AFTER PABLO PICASSO (SPANISH, 1881-1973)

Tête d'homme

wool tapestry in colours; titled and numbered '85/500' (on a label on the reverse), published by Desso, Netherlands, under the license of succession Picasso by Delfotex/ Tapiland, Spain.

110 x 90cm (43 5/16 x 35 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



204

204

MENACHEM HELHOLZ-OUR (1911-2008)

Abstract face composition

oil on canvas

50.5 x 65.5cm (19 7/8 x 25 13/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

205

AFTER PABLO PICASSO (SPANISH, 1881-1973)

Portrait de femme au chapeau à pompons et au corsage imprimé

wool tapestry in colours with embroidered signature and dedication 'Pour Sabartès/mon ami Picasso' (lower right); titled and numbered '184/500' (on a label on the reverse), published by Desso, Netherlands, under the license of succession Picasso. 96

120 x 90cm (47 1/4 x 35 7/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



205



206

206 *

MARK TOBEY (AMERICAN, 1890-1976)

Testament

1944

signed and dated 44

tempera and gouache on board

45.5 x 30.3cm (17 15/16 x 11 15/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

The authenticity of this work has kindly been confirmed by Mr Achim Moeller of the *Mark Tobey Project LLC*, New York, and the work is listed in the archive under no. MT [177-9-12-14].

This work is accompanied by a photo-certificate of authenticity.

Provenance

Willard Gallery, New York.

Mr. & Mrs. Leon Applebaum, USA.

Mr. David Lonay, USA.

Foster/White Gallery, Seattle.

Private Collection, Seattle.

Kurt Lidtke Gallery, Seattle.

Acquired directly from the above by the present owner in 2000.

Exhibited

New York, Willard Gallery, *Mark Tobey*, 1945.

Portland, Portland Art Museum; San Francisco, Museum of Art; Chicago, The Arts Club; Detroit, Detroit Institute of the Arts, Alger House, *Paintings by Mark Tobey*, 1945-46, no. 19.

New York, The Whitney Museum of American Art; San Francisco, The California Palace of the Legion of Honor; Seattle, University of Washington, The Henry Art Gallery; Santa Barbara, Museum of Art, *Mark Tobey Retrospective*, 1950-51, no. 67.

Seattle, Seattle Art Museum, *Mark Tobey: A Retrospective Exhibition from Northwest Collection*, 1959, no. 83.

Seattle, Foster/White Gallery, *Mark Tobey*, 1977, no. 92.

Seattle, Kurt Lidtke Gallery, *Mark Tobey Retrospective*, 1998, no. 17.

Testament from 1944 was created in the year when Mark Tobey moved to New York and had his first solo show at Willard Gallery. Tobey's deep influence of Chinese brushwork and Eastern approach to painting are very visible in this work whose dynamic linearity reveals an artist who is free from the confines of Western art's need to recreate three-dimensionality. Tobey was a scholar of oriental calligraphy and Renaissance tempera, and in studying both he was able to eschew the need to physically reproduce objects, so prevalent in Western art, and was able to instead open his canvases as open plan surfaces in the tradition of Eastern painting. Shown together at the Willard show with the works from the artist's celebrated "white writing" series, *Testament*, 1944 belongs to the same series as *Remote Field*, 1944 today in the permanent collection of the Museum of Modern Art, New York. Both *Testament* and *Remote Field* share noisy white backgrounds that enhance the plasticity of the elements which float in the foreground and echo the tension and devastation of the war that has just ended. Indeed, both paintings juxtapose the nervous energy of the background with the calmness and meditative qualities of their frontal linear elements. Tobey was driven by his obsession with line and its ability to convey both spatial and temporal conditions; in his life and work he sought unity and balance and he wanted to decentralize the canvas so that all parts of the painting are interconnected and of related value. With its luminosity, complexity and ephemeral nature, *Testament* is therefore an intimate and deeply meditative example of such philosophy, uniting the significance and symbolism in its title of both testament as a legacy, and testament as a religious axis. The painting captivates the viewer with the quietness of the blue and the elegance of the brush strokes that appear to move towards and away from each other simultaneously. These elements reveal a painting that was ahead of its time, and that bears the same energy today as it did when it was first created.



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207

BEAUFORD DELANEY (AMERICAN, 1901-1979)

Untitled, 1961
signed and dated 'Beauford Delaney 1961' (lower right)
watercolour and mixed media on paper
65 x 50cm (25 9/16 x 19 11/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Acquired directly from the artist by the previous owner.
Thence by descent.

Beauford Delaney was an important modernist painter who played an integral part of the *Harlem Renaissance*, the creative and intellectual heart of African American culture. He counted James Baldwin, Alfred Stieglitz and Georgia O'Keefe amongst his friends.

Delaney moved to New York in 1929 at the height of the Great Depression, where he witnessed the plight of the city's disenfranchised poor who were to become the subject matter of many of his engaging paintings. Heavily influenced by the free form spontaneity of jazz, he also developed a pioneering style of abstract painting that was expressionistic in its execution and non-objective in its depiction.

His decision to move to Paris in 1953 as the centre of the art world shifted in the opposite direction perhaps seems misjudged in hindsight. Abstract Expressionism had started to gain critical acclaim in New York whilst Delaney's failure to achieve the acclaim he deserved was exacerbated by penury, alcoholism and mental illness. When the artist died in 1979, he was buried in an unmarked grave in a Paris cemetery.

Beauford Delaney's works are housed in important American institutions and collections, efforts continue afoot to readdress the balance, and his remarkable portraits and abstractions, such as the present work, are captivating a new generation of collectors today.

208 * AR

JEAN XCÉRON (GREEK, 1890-1967)

Painting #3, 1957
signed 'Xceron' (lower right); signed, titled and dated 'Xceron/Painting #3/1957' (on the reverse)
oil on canvas
88.5 x 58cm (34 13/16 x 22 13/16in).

£3,000 - 4,000

€4,300 - 5,700

US\$4,700 - 6,300

Provenance

Andre Zarre Gallery, New York.
Acquired from the above by the present owner in 1977.



208

209 AR

MARIOS PRASSINOS (GREEK, 1916-1985)

Guerrier, 1938

signed 'Prassinos' (lower right)

gouache on paper

40.4 x 30.1cm (15 7/8 x 11 7/8in).

£3,000 - 4,000

€4,300 - 5,700

US\$4,700 - 6,300

This work, which is accompanied by a certificate of authenticity from the expert Catherine Prassinos, has been executed on a paper from the well-known weekly French newspaper *L'Illustration* that was published in Paris from 1843 to 1944.

210 AR

ALECOS FASSIANOS (GREEK, BORN 1935)

Fumeur noir

signed 'A.Fassianos' (upper right)

oil on canvas

60 x 50cm (23 5/8 x 19 11/16in).

£3,000 - 4,000

€4,300 - 5,700

US\$4,700 - 6,300

Provenance

Acquired directly from the artist by the father of the current owner.



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211

211 AR

JOHANNES VON STUMM (GERMANY, BORN 1959)

Welcome Figure
incised with signature and dated 'Johannes von Stumm 2002' (lower
right)

art metal with verdigris patina
61cm (24in) high

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

End of Sale

**The next sale of British & European Art is on 24
November 2015.**

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THE MARINE SALE
Wednesday 7 October 2015
Knightsbridge

**CHARLES NAPIER HEMY, RA
RWS (BRITISH, 1841-1917)**
'A haul on the mainsheet'
watercolour and bodycolour
£15,000-20,000

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

Wednesday 2 March 2016
New Bond Street, London

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

Iris pickers
Signed and dated 'Harold
Harvey 26' (lower right)
Oil on canvas
51 x 45.5 cm
(20 1/16 x 17 15/16 in)
£20,000 - 30,000

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Closing date for entries
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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 *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

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

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the <i>Hammer Price</i>
20% from £50,001 to £1,000,000 of the <i>Hammer Price</i>
12% from £1,000,001 of the <i>Hammer Price</i>

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, 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.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	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 <i>Forgery</i> 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 <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		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 <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		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 <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
12	MISCELLANEOUS		12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
12.1	You may not assign either the benefit or burden of this agreement.		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 <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
12.2	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.			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 <i>Website</i> 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.
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.			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.
12.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.			LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
12.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.			
12.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.			

“Bidder” a person who has completed a *Bidding Form*.

“Bidding Form” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

“Book” a printed *Book* offered for *Sale* at a specialist *Book Sale*.

“Business” includes any trade, *Business* and profession.

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

“Buyer’s Agreement” the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

“Buyer’s Premium” the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

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

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

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

“Conditions of Sale” the *Notice to Bidders*, *Contract for Sale*, *Buyer’s Agreement* and Definitions and Glossary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“New Bond Street” means *Bonhams’* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

“Purchase Price” the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer’s Premium* and *VAT* on the *Buyer’s Premium* and any *Expenses*.

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

“Sale” the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

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

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

“Specialist Examination” a visual examination of a *Lot* by a specialist on the *Lot*.

“Stamp” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

“Standard Examination” a visual examination of a *Lot* by a non-specialist member of *Bonhams’* staff.

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

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

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

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

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

“Website” *Bonhams Website* at www.bonhams.com

“Withdrawal Notice” the *Seller’s* written notice to *Bonhams* revoking *Bonhams’* instructions to sell a *Lot*.

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

GLOSSARY

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

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

“bailee”: a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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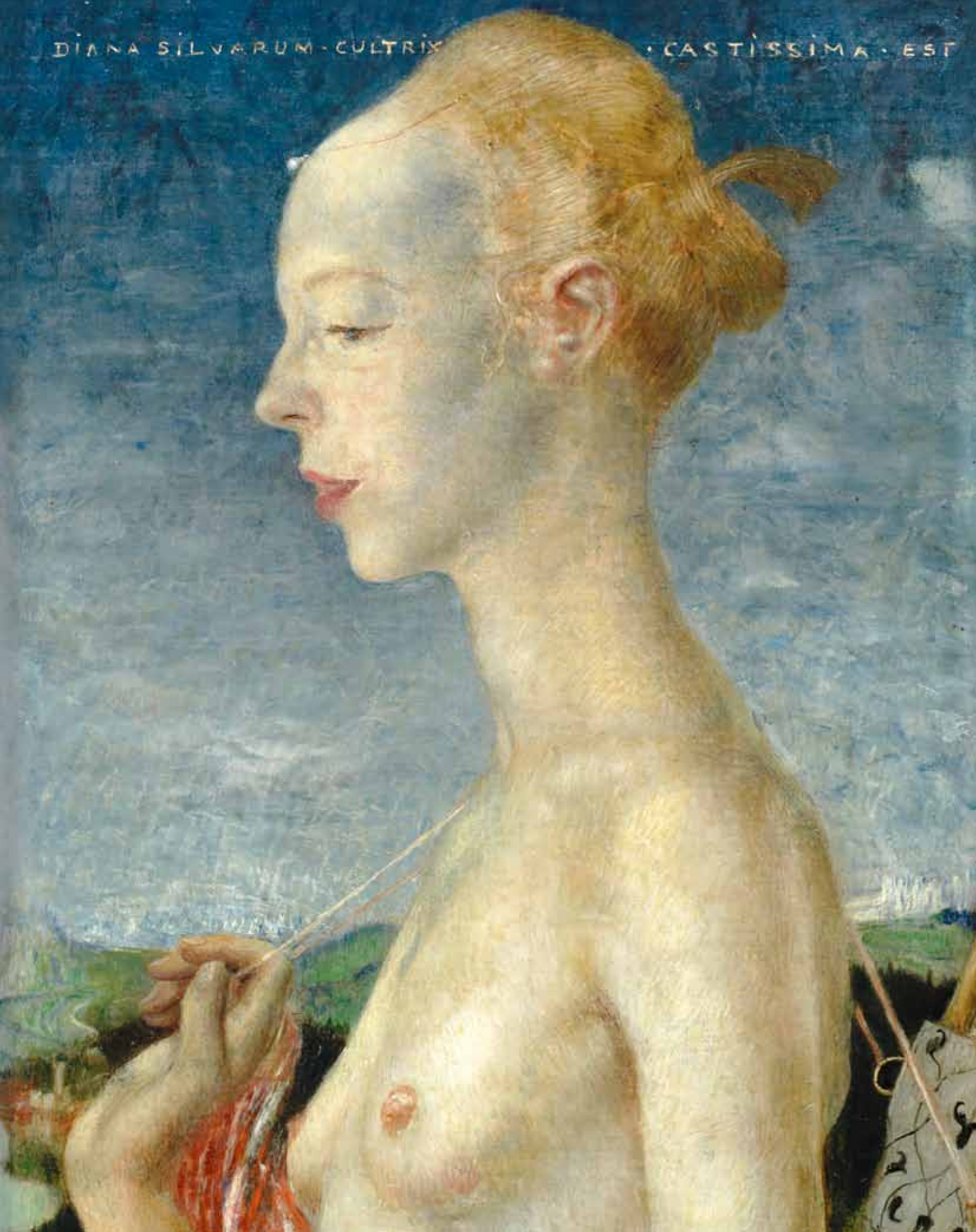
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