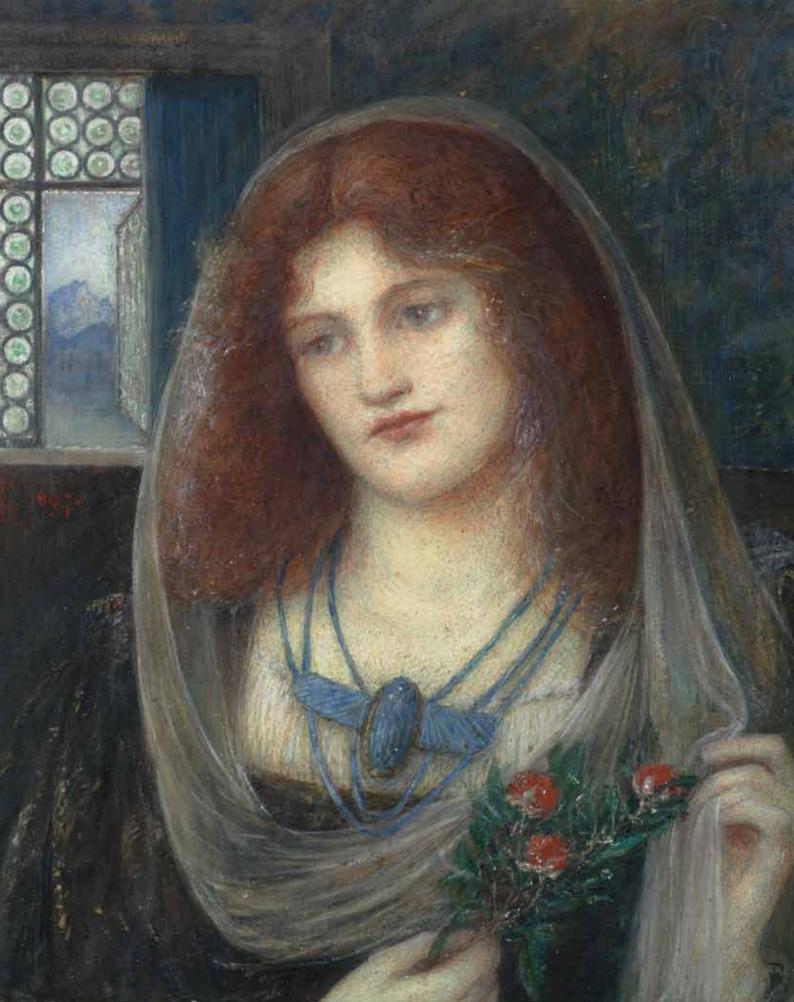
# BRITISH AND EUROPEAN ART Tuesday 24 November 2015 Knightsbridge, London

## Bonhams



## **PART I: VICTORIAN & BRITISH IMPRESSIONIST ART**

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

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22590

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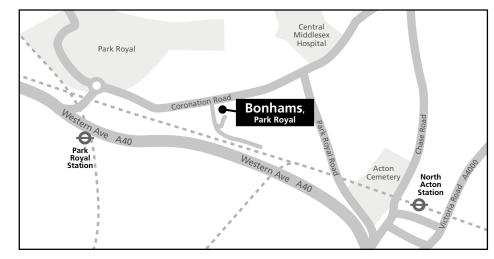
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▲ Bonhams owns the lot either wholly or partially or may otherwise have an economic interest.

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

Lots 1 – 132





#### **PROPERTIES FROM A PRIVATE COLLECTION**

#### WILLIAM HOLMAN HUNT, ARSA, RWS, OM (BRITISH, 1827-1910)

Studies of the figure and hands of Isabella for the picture Claudio and Isabella inscribed 'Claudia and Isabella' (*verso*) pencil *24.7 x 14.6cm (9 3/4 x 5 3/4in*).

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

#### Provenance

1

Mrs. E. Burt, by direct descent from the artist. with Thos Agnew & Sons Ltd., London, 1970, no. 32461, as 'Sketch for Isobella'. Private collection, UK. Sale, Christie's London, 3 September 2013, lot 388. Private collection, UK.

#### Literature

J. Bronkhurst, William Holman Hunt: A Catalogue Raisonné, (London, 2006), II, p. 26.

#### Exhibited

Oxford, Ashmolean Museum, 1965-1970. Liverpool and London, Walker Art Gallery and Vitoria & Albert Museum, 1969, no. 114. King's Lynn, 1971, no. 39.

This study is for William Holman Hunt's painting 'Claudio and Isabella' the subject taken from Shakespeare's play *Measure for Measure*. Hunt painted the work in 1850 and it is now held in the collections of the Tate, London.

#### 2

#### ELIZABETH SIDDAL (BRITISH, 1834-1862)

Study for *La Belle Dame sans Merci* inscribed by William Michael Rossetti 'By Lizzie R/Belle Dame sans Merci' (*verso*) pencil on cream paper 15.2 x 10.2cm (6 x 4in).

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

#### Provenance

William Michael Rossetti and thence by descent. with Peter Nahum at the Leicester Galleries, London. with Maas Gallery, London. Private collection, UK.

#### З

#### HENRY HOLIDAY (BRITISH, 1839-1927)

A study of a young woman signed 'Henry Holiday' (upper right) red chalk 26 x 19cm (10 1/4 x 7 1/2in).

#### £1,200 - 1,800 €1,600 - 2,400 US\$1,900 - 2,800

#### Provenance

with Abbot and Holder, London. with JS Mass and Co, (ex stock 9312), 1977. Private collection, UK. with The Mass Gallery Ltd, London. Private collection, UK.

4

#### FORD MADOX BROWN (BRITISH, 1821-1893)

Study of Oliver Madox Brown as a baby inscribed 'Oliver Madox Brown 4 months old' (lower centre) pencil  $27.3 \times 23.7 cm$  (10 3/4 x 9 5/16in). There is another study of baby's legs by the same hand on the sheet *verso*.

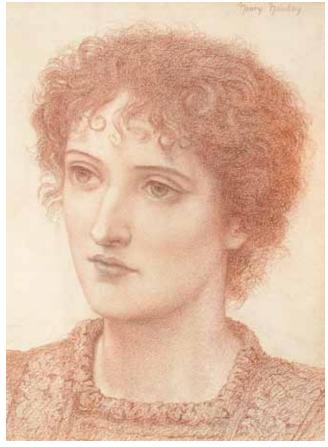
#### £1,000 - 1,400 €1,400 - 1,900 US\$1,500 - 2,200

#### Provenance

Catherine Madox Brown Hueffer, the artist's daughter. Sale, Christie's London, 5 November 1993, lot 122. with Leonard Roberts Bookseller, Vancouver, Canada. Private collection, UK.

#### Literature

M. Bennett, *Ford Madox Brown, a Catalogue Raisonné*, (Yale University Press, 2010), no. B54, p.391, illustrated.









#### 5 HENRY RYLAND (BRITISH, 1856-1924) Arcadian beauties

signed 'HENRY RYLAND' (lower right) pencil and watercolour 38.1 x 53.3cm (15 x 21in).

£700 - 1,000 €950 - 1,400 US\$1,100 - 1,500

#### Provenance

Sale, Bonhams London, 23 November 1988, lot 220. Sale, Bonhams London, 8 January 2008, lot 117. Private collection, UK.

#### 6

#### ARTHUR HUGHES (BRITISH, 1832-1915) Dark thoughts

signed 'ARTHUR HUGHES' (lower right) charcoal, pencil and coloured chalks on card 37.5 x 37.5cm (14 3/4 x 14 3/4in).

£1,200 - 1,800 €1,600 - 2,400 US\$1,900 - 2,800

#### Provenance

Sale, Phillip's London, *circa*1970s. Mr Robin Gibson. Sale, Christie's South Kensington, 3 July 2007, lot 797. with Leonard Roberts Bookseller, Vancouver, Canada. Private collection, UK.

#### Literature

L. Roberts Arthur Hughes A Catalogue Raisonné, (1998), no. 397, p. 233, illustrated.

#### **OTHER PROPERTIES**

#### 7

#### MARIE SPARTALI STILLMAN (BRITISH, 1844-1927) Portrait of a woman

signed with monogram and dated '1897.' (centre left) watercolour with bodycolour, pencil and gum arabic  $35.6 \times 29.2cm$  ( $14 \times 11 \ 1/2in$ ).

£5,000 - 7,000 €6,800 - 9,500 US\$7,700 - 11,000

Provenance

Private collection, UK.

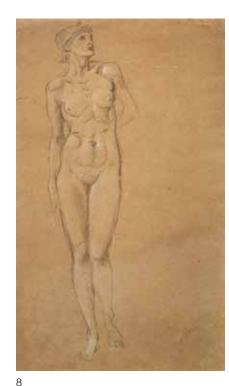
The present lot was executed in Rome where Marie Spartali Stillman lived with her husband William James Stillman (1828-191) who was posted there as a foreign correspondent for *The Times* between 1889-1896.

It is very possible that the sitter in this picture is Bella Middleton the eldest of Marie's step-daughters, who was present in Rome at this period acting as her father's secretary, a role she greatly resented. Bella had accepted an unexpected proposal of marriage in 1892 from John Henry Middleton, the then Slade Professor at Cambridge, and they were married in Rome in December 1892. Middleton had meanwhile been appointed to the Victoria and Albert Museum, however, he was undermined by the politics of the place and became severely depressed, returning to Rome no better on indefinite leave. The couple returned to London only once where he sadly died from an overdose of laudanum in June 1896. Bella returned to Rome to be with her father and Marie who, during this period, produced a number of works with Bella as the muse.

We are grateful to David Elliot author of *A Pre-Raphaelite Marriage: The Lives and Works of Marie Spartali Stillman & William James Stillman* for his kind assistance with the cataloguing of this lot.









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

Study of a robed man; A standing female nude the former charcoal; the latter charcoal heightened with white the former 22 x 15.6cm (8 11/16 x 6 1/8in), the latter 43.2 x 25.4cm (17 x 10in).(2)

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

#### Provenance

8

Study of a robed man: John Bryson, Oxford. with Peter Nahum Ltd, London, no. 13. Private collection, UK.

A standing female nude: with Peter Nahum Ltd, London, no. 10. Private collection, UK.

Study of a robed man is a study for the pilgrim in the embroidery 'The Romance of the Rose', a collaboration between Burne-Jones and William Morris, owned by the William Morris Gallery.

#### 9

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

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

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance Ex collection Mr. Wyatt, Poole.

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



fishing . Out whole estates listment is on a sale fuelow forthing , that Badmulos will will our knickelbrakes, to great price. we have how all quarters that the Dunemy is take? white measures to prevent deer from coming in to an but we have ast perceived hat his machinations are Joury Churley Much is hand at work in the attempt to demission & sumber for here lear Remarer vays the Duke

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

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

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

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

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

#### 11

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

Study of a stag hunter bears inscription (lower left) pen and ink wash *17.8 x 22.8cm (7 x 9in).* Sold as part of a letter by an unknown hand.

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

Provenance L.G.Duke C.B.E. with the Fry Gallery, London. Private collection, UK.

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

11





13



12 **HENRY BRIGHT (BRITISH, 1810-1873)** Landscape with figures before a mill signed 'H Bright' (lower left) oil on canvas 40.6 x 60.9cm (16 x 24in).

£2,500 - 3,500 €3,400 - 4,800 US\$3,900 - 5,400

#### 13

## FREDERICK WILLIAM 'WATERS' WATTS (BRITISH, 1800-1862)

The ferry oil on canvas 44.4 x 74cm (17 1/2 x 29 1/8in).

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

#### Provenance

Mrs J. D. Ferguson. Sale, Christie's London, 4 October 1973, lot 198, sold for 2426 guineas. Sale, Christie's London, 5 September 2002, lot 136. Private collection, UK.

#### 14

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

Figure on a country lane in an East Anglian landscape signed with monogram and dated '1876' (lower left) oil on canvas *40.6 x 61cm (16 x 24in).* 

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

**Provenance** with Mandell's Gallery, Norwich, Norfolk. Private collection, UK.



15 <sup>W</sup>

#### JOHN LINNELL (BRITISH, 1792-1882)

Woodcutters signed and dated 'J Linnell 1874' (lower right) oil on canvas 79.5 x 107cm (31 5/16 x 42 1/8in).

#### £2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### Provenance

Sale, Christie's London, 4 October 1973, lot 19, sold for £1,500. Private collection, UK.

#### Exhibited

London, Royal Academy, 1874, no.528.

#### 16

#### FREDERICK RICHARD LEE, RA (BRITISH, 1798-1879)

A mill house on the river signed and dated 'F.R.Lee.RA 1843' (lower right) oil on board 59.7 x 44.4cm (23 1/2 x 17 1/2in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

#### Provenance

with Mandell's Gallery, Norwich, Norfolk. Private collection, UK.











17 W WILLIAM HOWARD (BRITISH, MID 19TH CENTURY)

At Sonning on Thames signed 'Wm Howard.' (lower right) oil on canvas 76.2 x 127cm (30 x 50in).

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

#### 18

## JOHN WILLIAM BUXTON KNIGHT (BRITISH, 1843-1908)

A coastal farmstead signed 'JW Buxton Knight' (lower left) oil on canvas 45.7 x 91.4cm (18 x 36in).

£1,200 - 1,800 €1,600 - 2,400 US\$1,900 - 2,800

#### 19

## HENRY JOHN YEEND KING (BRITISH, 1855-1924)

A tranquil country village signed 'YEEND KING' (lower right) oil on canvas 60.9 x 91.4cm (24 x 36in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700



#### 20 <sup>W</sup> HARRY WATSON (BRITISH, 1871-1936)

'Near Itchen Stoke' signed 'HARRY WATSON' (lower left), bears title and artist's address (on old label attached to the stretcher *verso*) oil on canvas  $87.5 \times 142cm$  (34 7/16 x 55 7/8in).

£5,000 - 7,000 €6,800 - 9,500 US\$7,700 - 11,000







## 21

#### DAVID BATES (BRITISH, 1840-1921)

River landscapes, a pair both signed and dated 'David Bates 1890' (one lower right, the other lower left) oil on canvas *each 60.9 x 45.7cm (24 x 18in).(2)* 

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

1591,500 - 2,300

#### 22 GEORGE WILLIAM MOTE (BRITISH, 1832-1909)

Ewhurst looking over Guildford signed and dated 'G.W.More 1889' (lower right) oil on canvas 76.2 x 63.5cm (30 x 25in).

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





23



23 WILLIAM HENRY MANDER (BRITISH, 1850-1922)

Old mill near Aberglaslyn; Low water on the upper Conway, a pair both signed and dated 'W.H.Mander./13' (the former lower right and the latter lower left) oil on canvas each 50.8 x 76.2cm (20 x 30in).(2)

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### Provenance

Sale, Sotheby's London, 16 April 1986, lot 41. Private collection, UK.

#### 24

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

Deer in a parkland landscape signed and dated 'T.BAKER 1849' (lower right) oil on canvas 46.5 x 61.5cm (18 5/16 x 24 3/16in).

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

**Provenance** with Frost & Reed, London, no. 34569. Private collection, UK.





26



#### 25 AR

#### FRANK MOSS BENNETT (BRITISH, 1874-1952) Old cronies

signed and dated 'FM BENNETT/1931' (lower left) oil on canvas 38.1 x 50.8cm (15 x 20in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

26 <sup>AR</sup>

#### FRANK MOSS BENNETT (BRITISH, 1874-1952) The toast signed 'F.M.Bennett' (lower right)

oil on canvas 35.6 x 50.8cm (14 x 20in).

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

27 \* AR

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

'Scandal' signed 'CHARLES SPENCELAYH' (lower left) and insribed 'SCANDAL/COPYRIGHT RESERVED/C.S.' (on the reverse) oil on canvas 51 x 66cm (20 1/16 x 26in).

£1,000 - 1,500 €1,400 - 2,000 US\$1,500 - 2,300 28 <sup>AR</sup>

#### FRANK MOSS BENNETT (BRITISH, 1874-1952)

Visitors at the door signed and dated 'FMBennett 1919' (lower left) oil on board 27.9 x 20.9cm (11 x 8 1/4in).

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

29 <sup>AR</sup>

#### FRANK MOSS BENNETT (BRITISH, 1874-1952) At peace with the world

signed and dated 'FM Bennett/1931' (lower left) oil on canvas *43.2 x 33cm (17 x 13in).* 

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100







#### 30 ALFRED WILLIAM STRUTT, RCA (BRITISH, 1856-1924)

Over the garden wall signed 'Alfred W Strutt' (lower left) oil on cavnas 55.9 x 76.2cm (22 x 30in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700



#### 31 ALFRED WILLIAM STRUTT, RCA (BRITISH, 1856-1924)

Paddock pals signed 'Alfred W Strutt' (lower left) oil on canvas 52 x 77.5cm (20 1/2 x 30 1/2in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700





33

#### 32 HENRY BRIGHT (BRITISH, 1810-1873)

Feeding Time signed and dated 'H.Bright/1858'(lower right) oil on canvas 92.7 x 121.9cm (36 1/2 x 48in).

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

**Provenance** with Mandell's Gallery, Norwich, Norfolk. Private collection, UK.

#### 33 HEYWOOD HARDY (BRITISH, 1843-1933)

Way home signed and dated 'Heywood Hardy 1871.' (lower left) oil on canvas 44.4 x 76.2cm (17 1/2 x 30in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance Sale, Christie's New York, *The House Sale*, 4 April 2007, lot 159. Private collection, UK.



#### 34 <sup>\* W</sup> FREDERICK GOODALL, RA (BRITISH, 1822-1904)

Feeding the swans signed with monogram and dated 1865 (lower right) oil on canvas 82 x 122cm (32 5/16 x 48 1/16in).

£6,000 - 8,000 €8,200 - 11,000 US\$9,300 - 12,000

**Provenance** with Cooling Galleries, London. Private collection, UK.







36

#### 35 MARY LOUISE BREAKELL (BRITISH, ACTIVE 1880-1912)

'Royal Oak Day' signed 'M.L.BREAKELL' (lower right) and signed, dated and inscribed (verso) oil on canvas, unframed 78.7 x 47.6cm (31 x 18 3/4in).

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

36

#### JOHN HAYTER (BRITISH, 1800-1891)

Waiting for his return signed and dated 'John Hayter 18?' (lower right) and indistinctly inscribed (on the reverse) oil on canvas 111.8 x 88.9cm (44 x 35in).

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

37

#### CHARLES BAXTER (BRITISH, 1809-1879)

Two Young Girls Gathering Flowers oil on canvas 30.5 x 22.8cm (12 x 9in).

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

#### Provenance

with Frost & Reed Ltd., London, 50320 S. Private collection, UK.





#### 38

#### FRANK BINDLEY (IRISH, ACTIVE 1872-1887)

Waiting; The Cockle Picker, a pair both signed 'Frank Bindley' (lower right, the latter signature appears to have been added over an original signature) oil on canvas each 30.5 x 22.8cm (12 x 9in).(2)

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

39

#### WILLIAM SMALL (BRITISH, 1843-1929)

'Waiting for the tide' signed and dated 'W.SMALL/1884.' (lower left), signed and inscribed with the title and artist's address (on labels *verso*) oil on panel 27.9 x 20.3cm (11 x 8in).

£1,200 - 1,800 €1,600 - 2,400 US\$1,900 - 2,800 38







41



#### 40

## SIR ERNEST ALBERT WATERLOW, RA, PRWS (BRITISH, 1850-1919)

A family on top of the cliffs signed and dated 'E Waterlow/1874' (lower left) watercolour 34.3 x 69.2cm (13 1/2 x 27 1/4in).

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

#### 41

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

'The Family Picnic' signed 'GGKilburne' (lower left) watercolour and bodycolour 33.5 x 50cm (13 3/16 x 19 11/16in).

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

42

## WILLIAM GERSHAM COLLINGWOOD (BRITISH, 1854-1932)

Asleep in the heather signed and dated 'W. G. Collingwood/1890' (lower left) watercolour, heightened with white  $36.8 \times 51.8 cm$  (14 1/2 x 20 3/8in).

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



43

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

A Tudor manor watercolour 28.7 x 37cm (11 5/16 x 14 9/16in).

#### £800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

44

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

An old cottage garden signed 'H.Allingham' (lower left) watercolour 35.5 x 27cm (14 x 10 5/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### **Provenance** with Arthur Tooth & Sons, London. Private collection, UK.

The present lot depicts Sister Cottage which was the post office in Brook and close to the Allinghams' Surrey home in Witley. The building appeared in several other watercolours by the artist, but from the front view. Surplus cabbages from the cottage garden would have been sold from the premises, which would have doubled as the village shop.

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







46



#### 45 LOUIS DESIRE THIENON (FRENCH, 1812-1875)

The Thames from Richmond signed and dated 'LOUIS THIENON 1839' (lower right) watercolour 38.1 x 61cm (15 x 24in).

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

#### 46

## BERNARD WALTER EVANS (BRITISH, 1848-1922)

An approaching squall signed 'BERNARD EVANS' (lower right) watercolour 68.6 x 101.6cm (27 x 40in).

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

#### 47

## BERNARD WALTER EVANS (BRITISH, 1848-1922)

Valley of the Dee, near Llangollen, North Wales signed 'BERNARD EVANS' (lower right) watercolour 68.6 x 101.6cm (27 x 40in).

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



48 **LOUISE J. RAYNER (BRITISH, 1832-1924)** Old Elvet Bridge, Durham signed 'Louise Rayner' (lower right) watercolour *30.5 x 45.7cm (12 x 18in).* 

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300





50

#### 49 WILLIAM CALLOW, RWS (BRITISH, 1812-1908)

Frankfurt signed and dated 'William/Callow/1869.' (lower right) watercolour 44.4 x 34.3cm (17 1/2 x 13 1/2in).

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

#### 50 WILLIAM CALLOW, RWS (BRITISH, 1812-1908) A Venetian backwater

watercolour 34.9 x 25cm (13 3/4 x 9 13/16in).

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900





#### 51 DAVID ROBERTS, RA (BRITISH, 1796-1864)

'Town Hall, Louvain' signed and daged 'David Roberts 1830' (lower left), inscribed and dated 'Town Hall/July 1/1826' (upper right) watercolour and pencil heightened with touches of bodycolour  $38.4 \times 24.2 cm$  (15 1/8  $\times$  9 1/2in).

#### £1,200 - 1,800 €1,600 - 2,400 US\$1,900 - 2,800

#### Provenance

with Spink, London, no. K3 8482. with The Fine Art Society Ltd., London, no. 9651, March 1970. Sale, Sotheby's London, 15 March 1984, lot 191.

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

Church of St Jacques, Dieppe inscribed and dated 'One of the Chapels of the Church of St Jacques/ Dieppe 1835-' (upper right) pencil and wash *36.8 x 24.7cm (14 1/2 x 9 3/4in).* 

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







### 53

#### JOHN SMITH WILLIAMSON (BRITISH, ACTIVE 1866-1876)

The Palace of Westminster by moonlight signed 'J Williamson' (lower right) oil on canvas 61 x 91.5cm (24 x 36in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### Provenance

Sale, Sotheby's London, *The Political Sale*, 15 July 1998, lot 36. Purchased from the above sale by the present owner.



#### 54

#### 54

#### WALTER LINSLEY MEEGAN (BRITISH, 1859-1944)

Scarborough by moonlight; Fishing boat on the shore, a pair the former signed 'W Meegan' (lower right) and the latter bears signature (lower right) both oil on canvas each  $30.5 \times 25.4cm$  ( $12 \times 10in$ ).(2)

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

#### Provenance

Private collection, Yorkshire, UK.



#### 55

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

A view of Charing Cross Bridge from the Thames

signed and dated 'Rose Barton/1893' (lower left), signed and inscribed 'Charing Cross Bridge/Rose Barton A.R.W.P/16. Merrion Square/Dublin/£25' (on an artist's label attached to the backboard verso) watercolour 34.9 x 52.1cm (13 3/4 x 20 1/2in).

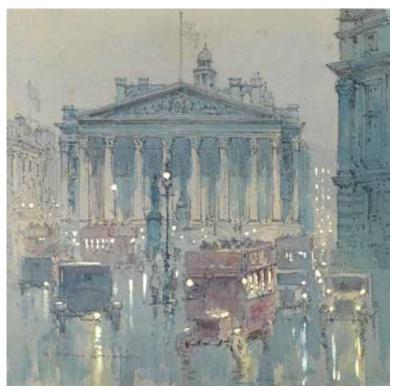
£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

#### 56

#### WILLIAM FRANCIS (WILL) LONGSTAFF (AUSTRALIAN, 1879-1953)

A set of four London views all signed waterclour and pencil, unframed *The largest 17 x 17cm (6 11/16 x 6 11/16in).* (4)

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







57 **MYLES BIRKET FOSTER, RWS (BRITISH, 1825-1899)** The Alhambra signed with monogram (lower right) watercolour 16.5 x 25cm (6 1/2 x 9 13/16in).

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

#### 58

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

A set of four watercolour studies all signed with initials 'HBB' watercolour *The largest 8 x 22cm (7 1/16 x 8 11/16in).(4)* 

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



#### 59

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

A view of an Italian lake signed 'T M Richardson' (lower left) watercolour 19 x 49.5cm (7 1/2 x 19 1/2in).

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

#### Provenance

with P. Polak Fine Art Dealers, London, ref. no. 646/8. Private collection, UK.

#### 60

#### THOMAS CHARLES LEESON ROWBOTHAM, RWS (BRITISH, 1823-1875)

A view of Riva, Lake Garda signed and dated 'T.L.ROWBOTHAM/1865' (lower left) watercolour *38.1 x 63.5cm (15 x 25in).* 

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

#### 61

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

A view of Mendrisio, Switzerland inscribed and dated 'Mendrisio/6 AM, July 3, 1878' (lower right) watercolour and ink, unframed 9 x 15cm (3 9/16 x 5 7/8in).

£600 - 800 €820 - 1,100 US\$930 - 1,200









#### 62 EDWARD LEAR (BRITISH, 1812-1888)

Study of figures and foliage at Frascati inscribed and dated 'Frascati./June 8.1839' (centre right) and inscribed with colour notes (variously throughout) pencil

. 12.4 x 17.2cm (4 7/8 x 6 3/4in).

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

#### Exhibited

London, Albany Gallery, *Autumn Exhibition*, 1968.

63

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

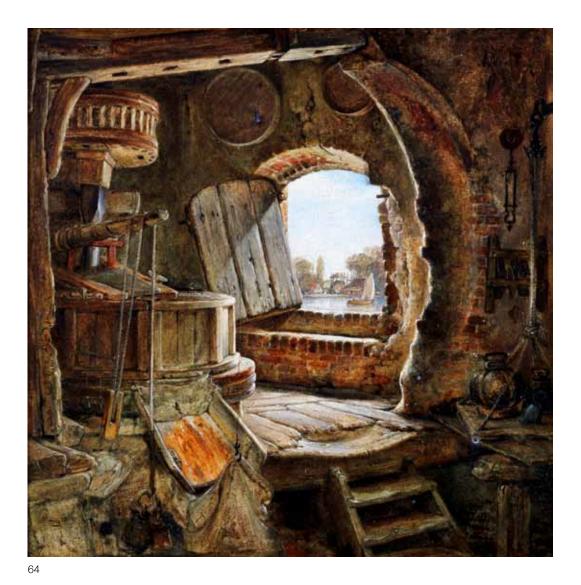
Hubert and Arnold Congreve, one carrying a cat on a slope above the Villa Congreve, San Remo signed with monogram, dated and inscribed

<sup>1</sup>Villa Congreve. San Remo/June.27.1871' (lower left) Pencil, pen and watercolour with touches of gum arabic

17.2 x 11.8cm (6 3/4 x 4 5/8in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

**Provenance** with Spink, London, no. K311150. Private collection, UK.



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

Rembrandt's father's mill signed with initials, inscribed and dated 'Rembrandt's Mill/ was erected in the year 1593, as a/ magazine for powder-on the banks/ of the "Old Rhijn" at Koukert, near/ Leyden. It was soon after converted/ into a mill, and at a time of/ Rembrandt's birth in 1606 was in/ possession of his father Herman Gerritz/ van Rhijn, from which period it has/ been constantly employed for the purpose/ of a corn mill. E.W.C. 1843' on reverse oil on panel 19.75 x 20cm (7 3/4 x 7 7/8in).

£6,000 - 8,000 €8,200 - 11,000 US\$9,300 - 12,000

# Provenance

Thomas Garbe. His sale, Christie's London, 24 May 1962, lot 32, sold to Mrs A.D. Smith for 45 gns.

Mrs. A.D.Cowan. with Agnews, London.

Sale, Christie's London, 25 January 1974, lot 116.

with J.S. Maas & Son, London.

Sir David Scott, purchased from the above, 1975.

Sale, 'A Great British Collection: The pictures collected by Sir David and Lady Scott', Sotheby's London, 19 November 2008, lot 18, sold for £31,250. The Estate of Miss Elizabeth Creak, sold to

benefit the Elizabeth Creak Charitable Trust.

#### Exhibited

Edinburgh, National Gallery of Scotland, Sunshine and Shadow: the David Scott Collection, 1991, no.3.

#### Literature

John Munday, *E.W.Cooke 1811-1880, A Man of his Time* Woodbridge, 1996, cat. no. 38/4, page 329, illustrated in colour, plate 163, page 249.

Cooke was drawn to this subject repeatedly and there are five known paintings depicting the interior of this mill that was owned by Rembrandt's father, with Cooke exhibiting four of them as a group at the British Institute in 1839. It is this link with Rembrandt perhaps that made it such an attractive subject as not many other interiors are known from his travels in the lowlands.

The detail picked out by the light pouring in the window with the shutter hanging precariously is a highly effective device and pulls the viewer through the composition as though one worked in the mill, the same view Rembrandt himself once had. The narrow but highly varied palette is resonant of Rembrandt but the lightness of touch and the range of different surfaces depicted with an economy of detail are all characteristics of Cooke at his best.





66



## 65 JOHN HOLLAND SR. (BRITISH, 1799-1879)

'To Sail next tide, North Devon' signed and titled 'JHolland Senr.' (lower left) oil on canvas 61 x 92cm (24 x 36 1/4in).

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

## 66

# ALFRED POLLENTINE (BRITISH, 1836-1890)

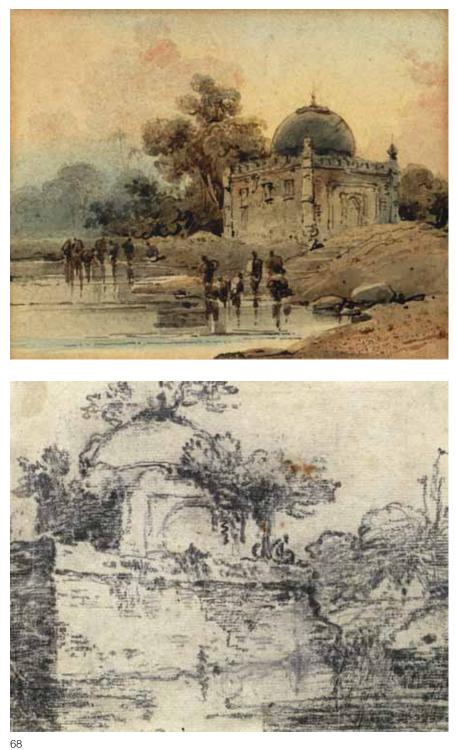
'The Grand Canal, Venice' signed 'APollentine' (lower right), signed and inscribed with the title (*verso*) oil on canvas *40.6 x 60.9cm (16 x 24in)*.

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

67\*

**GEORGE PYNE (BRITISH, 1800-1884)** The Cloisters at Eton College signed 'G Pyne' (lower right) watercolour 21.6 x 30.5cm (8 1/2 x 12in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100



# 68 **GEORGE CHINNERY RHA (IRISH 1774-1852)**

An Indian temple watercolour and pen *12.1 x 15cm (4 3/4 x 5 7/8in).* Sold together with a pencil and charcoal sketch of an Indian Temple by the same hand,  $13.5 \times 17cm$  (5 5/16 x 6 11/16in).(2)

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600





70

# 69

# AUGUSTUS JULES BOUVIER (BRITISH, BORN CIRCA 1825-1881)

'The Ocean Nymphs' 'Dancing upon the waves, as if to please The curly foam with amorous influence' Keats, *Endymion* signed 'Aug.tus Bouvier' (lower right), signed, titled and inscribed with the artist's address (on a label attached to the backboard) watercolour and bodycolour  $64 \times 94cm$  (25 3/16 x 37in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

# 70 SIR JOHN GILBERT RA PRWS (BRITISH, 1817-1897)

A scene from Don Quixote signed and dated 'John Gilbert/1879' (lower right) and inscribed 'John Gilbert Blackheath' (on the stretcher *verso*) oil on canvas 68.6 *x 121.9cm (27 x 48in).* 

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700





ATTRIBUTED TO GEORGE DUNLOP LESLIE RA (BRITISH, 1835-

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

VICTOR JOHN ROBERTSON (BRITISH, ACTIVE CIRCA 1892-

71

1921)

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

72

**1903)** After the bath

A pair of Allegorical maidens both bear signature oil on canvas

each 56 x 30cm (22 1/16 x 11 13/16in).(2)

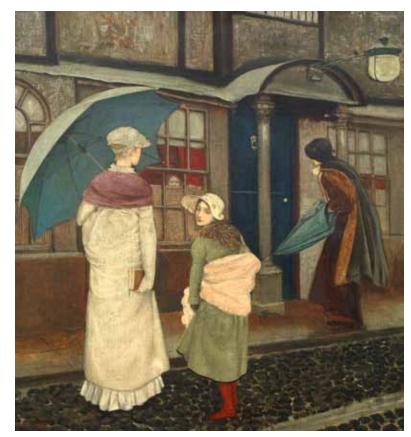
signed 'Victor J Robertson' (lower right)

oil on canvas, unframed 47 x 34.5cm (18 1/2 x 13 9/16in).

£1,000 - 1,500 €1,400 - 2,000 US\$1,500 - 2,300 71







# 73 <sup>AR</sup>

# WILLIAM BROCK (BRITISH, 1874-1953) Apple pickers signed and dated 'W Brock 1911' (lower righ

signed and dated 'W Brock 1911' (lower right) watercolour and bodycolour 21.6 x 30.5cm (8 1/2 x 12in).

£600 - 800 €820 - 1,100 US\$930 - 1,200

# 74

# EDWARD ROBERT HUGHES (BRITISH, 1851-1914)

Sabbath Morn signed and dated 'E.R.HUGHES.72.' (lower left) oil on canvas  $44 \times 41 cm$  (17 5/16 x 16 1/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

**Provenance** with W. B. Simpson, Glasgow. Private collection, UK.



75

# WILLIAM BROMLEY (BRITISH, ACTIVE 1835-1888)

The village school bears signature and date (lower left) oil on canvas 71.1 x 91.4cm (28 x 36in).

## £2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

# 76 ERNEST WALBOURN (BRITISH, 1872-1927)

Heartbroken signed 'Ernest Walbourn' (lower left) oil on canvas 76.2 x 50.8cm (30 x 20in).

£1,200 - 1,800 €1,600 - 2,400 US\$1,900 - 2,800







79



77

# HERBERT WILLIAM WEEKES (BRITISH, 1856-1904)

Which Way to Market? signed 'WWeekes.' (lower left) oil on canvas 76.2 x 50.8cm (30 x 20in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

## Exhibited

Possibly, London, Royal Academy of Arts, 1889, no. 1140, titled 'The Disputed Path'.

# 78

# WILLIAM HUGGINS (BRITISH, 1820-1884)

A jenny and her foal signed and dated 'W Huggins/1878' (lower right) oil on board, framed as *tondo*  $36.8 \times 36.8 cm$  (14 1/2 x 14 1/2in).

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

79

# GEORGE BERNARD O'NEILL (BRITISH, 1828-1917)

At the Tavern signed 'G. B. O'Neil' (lower right) oil on panel 16.5 x 20.3cm (6 1/2 x 8in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

**Provenance** with Cooling Galleries, London. Private collection, UK.



#### 80 JOHN CHARLES MAGGS (BRITISH, 1819-1895)

The Bath to London Coach outside the White Horse Inn, Chelsea signed, inscribed and dated 'J.C.Maggs/Bath 1884.' (lower left) oil on canvas *40.6 x 71.1cm (16 x 28in).* 

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

# 81 AR

#### WILLIAM WATT MILNE (BRITISH, 1865-1949)

The Three Horse Shoes signed 'W.W.Milne' (lower left) oil on canvas 30.5 x 47cm (12 x 18 1/2in).

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

# 82 W HENRY HALL PICKERSGILL (BRITISH, 1812-1861)

The Ferry signed and dated 'H H Pickersgill 1844' (lower right) oil on canvas 96.5 x 154.9cm (38 x 61in).

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

#### Provenance Sale, Christie's London, 29 March 1996, lot

226. Private collection, UK.











84

## 83 WALTER GOODALL (BRITISH, 1830-1889)

Two girls by a country style sigend and dated 'Walter Goodall/1864' (lower left) watercolour, unframed  $35.7 \times 25.7 cm$  (14 1/16 x 10 1/8in).

# £800 - 1,200 €1,100 - 1,600

US\$1,200 - 1,900

## 84

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

The harpist signed 'G.G.Kilburne' (lower left) watercolour 25.4 x 19.1cm (10 x 7 1/2in).

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

## 85

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

On the old coach road to Bangor signed and dated 'Rose Barton/05' (lower right) and signed and inscribed with the title (on an old label attached to the backboard) watercolour  $50.8 \times 35.6 cm$  (20 x 14in).

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



#### 86

# CHARLES CONDER (1868-1909)

Two ladies in a bedchamber oil on card 45.7 x 57.8cm (18 x 22 3/4in).

## £3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

#### Provenance

Collection of Arthur Ambrose McEvoy Esq. Private collection, UK.

# Exhibited

Altrincham Libraries Museum & Art Galleries, Altrincham, no. 9.

# 87

# CHARLES CONDER (1868-1909)

The proposal signed and indistinctly dated 'CONDER 1905' (lower left) oil on canvas  $81.9 \times 69.2cm$  (32 1/4 x 27 1/4in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

**Provenance** Private collection, UK.







 $_{88}$  ar

# CECIL KENNEDY (BRITISH, 1905-1997)

A Spring bouquet signed 'Cecil Kennedy' (lower right) oil on canvas 40.6 x 50.8cm (16 x 20in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

 $_{89}\,^{\rm AR}$ 

# CECIL KENNEDY (BRITISH, 1905-1997)

Frilly cyclamen and freesias signed 'Cecil Kennedy' (lower right) oil on canvas 50.8 x 40.6cm (20 x 16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100





91

# **BENNETT OATES (BRITISH, 1928-2009)**

Still life of Hollyhocks and Petunias signed 'Bennett Oates' (lower right) and dated '85' (lower left) oil on board 60.9 x 50.8cm (24 x 20in).

## £2,500 - 3,500 €3,400 - 4,800 US\$3,900 - 5,400

#### Provenance

with E. Stacy-Marks Ltd., Eastbourne, stock no. B-1615.

# 91 <sup>AR</sup>

# HAROLD CLAYTON (BRITISH, 1896-1979)

A still life of flowers signed 'Harold Clayton' oil on canvas 76.2 x 63.5cm (30 x 25in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

# Provenance

with G. M. Lotinga Ltd., London. Private collection, UK.





# 92 EDWARD LADELL (BRITISH, 1821-1886)

Still life with bird's nest signed with monogram (lower left) oil on canvas laid down on board 25.5 x 30.5cm (10 1/16 x 12in).

## £1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

**Provenance** with Williams & Son, London, no. 16468. Private collection, UK.

#### 93

# **ENGLISH SCHOOL, 19TH CENTURY**

Double portrait of Philippa and Louisa Sayer oil on canvas 106 x 92cm (41 3/4 x 36 1/4in).

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



# 94

#### **RICHARD SIMKIN (BRITISH, 1840-1926)**

Uniforms of the 50th West Kent and later Queen's Own Regiment; a collection of fourteen variously signed and inscribed watercolour *all measuring approximately 26.7 x 35.6cm (10 1/2 x 14in).(14)* 

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

The present lot depicts the various uniforms of the 50th Regiment of Foot throughout its regimental history. Originally raised as the 52nd Regiment in 1757 it was renamed the 50th West Kent Regiment in 1782. The Regiment went through two further name changes when in 1827 it was retitled the 50th Duke of Clarence's Regiment of Foot, in honour of the future William IV and then as the 50th Queen's Own Regiment of Foot in 1831. In 1881 the Regiment, Following further amalgamated to form The Queen's Own Royal West Kent Regiment. Following further amalgamations with different units the Regiment is now represented by the Princess of Wales's Royal Regiment, the senior English line infantry regiment.

#### 95

## GEORGE RICHMOND, RA (BRITISH, 1809-1896)

Portrait of Lieutenant Colonel Sir Charles Hopkinson, three quater length, wearing the uniform of the Madras Horse Artillery, East India Company, and the Order or The Bath Companion's Breast Badge signed and dated 'Geo. Richmond 1834.' (lower left) watercolour and bodycolour 35.6 x 25.4cm (14 x 10in).

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

#### Provenance

By descent through the sitter's family.

Lieutenant Colonel Sir Charles Hopkinson was born on September 14th 1783 in Grantham, Lincolnshire. He had a distinguished career in the service of the East India Company and commanded the Company's artillery during the First Anglo-Burmese War (1824-1826). He was duly made a Companion of the Most Honourable Military Order of The Bath and subsequently knighted for his services. He died in December 1864.







97



#### 96 JAMES WEBB (BRITISH, 1825-1895) 'Castle of Ischia' signed and inscribed with the title ' lame

signed and inscribed with the title 'James Webb/Castle of Ischia' (lower left) oil on canvas 50.8 x 76.2cm (20 x 30in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

**Provenance** with Willow Gallery, London. Private collection, UK.

97 W

# JAMES BAKER PYNE (BRITISH, 1800-1870)

The bay of Palermo signed, inscribed and dated 'JB PYNE. 1863. No.668.' (lower right) oil on canvas 66 *x* 91.5*cm* (26 *x* 36*in*).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

 $_{\rm 98}\,{}^{\rm W}$ 

**ENGLISH SCHOOL, 19TH CENTURY** St Michael's Mount, Cornwall oil on canvas 96.5 x 137.1cm (38 x 54in).

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





# 99

# EDWARD THEODORE COMPTON (BRITISH, 1849-1921)

Mountain landscape, North Wales signed and dated 'E J. Compton 1908' (lower right) oil on canvas 50.8 x 80cm (20 x 31 1/2in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Compton recorded in his diaries that he was painting in North Wales during 1908.

We are grateful to John Fairley, Honorary Keeper of the Pictures, the Alpine Club Collection, for his kind assistance with the cataloguing of this lot.

## 100

## SIR ERNEST ALBERT WATERLOW, RA, PRWS (BRITISH, 1850-1919)

A view of Wetterhorn signed 'E A Waterlow' (lower left) oil on canvas 50 x 90cm (19 11/16 x 35 7/16in).

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







103

102

#### 101 FRANK WRIGHT BOURDILLON (BRITISH, 1851-1924)

On the sands signed and dated 'F BOURDILLON 1889.' (lower left) oil on canvas 61 x 41cm (24 x 16 1/8in).

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

Frank Wright Bourdillon had a short painting career of about twelve years, most of which were spent in the artist's colony of Newlyn. Bourdillon was engrossed in the drama and saga of Elizabethan seafaring and painted carefully orchestrated Elizabethan sets in the open air using models dressed in period costume. This enthusiasm for the historical culminated in Bourdillon's best known work *On Bideford Sands*, a reconstruction of the duel between Will Carey and Rose's Spanish lover at the moment of intervention by Sir Richard Grenville. The present lot was painted in the same year as *On Bideford Sands* and is likely an unused study for Bourdillon's famous work.

# 102 W CIRCLE OF JOHN ROBERTSON REID (BRITISH, 1851-1926)

The prize cabbage oil on canvas, unframed 153.7 x 97.2cm (60 1/2 x 38 1/4in).

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

103 <sup>AR</sup>

#### MAUDE CLAYTON (STANHOPE) FORBES (BRITISH, DIED 1952)

Portrait of Mrs Stanhope Forbes signed 'M.S.Forbes.' (lower right) oil on canvas 45.7 x 36.8cm (18 x 14 1/2in).

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

#### Provenance

with The Totteridge Gallery, Colchester, Essex. Private collection, UK.

Maud Clayton Palmer was the second wife of Stanhope Forbes, the pair married in 1915 following the death of his first wife, Elizabeth Adela Forbes. A former pupil of the art school established by the Forbeses in 1899, Maud Forbes exhibited from 1903-40, including twenty works at the Royal Academy.

For a comparable portrait of Juliette de Guise Forbes please see the Stanhope Alexander Forbes painting offered at Sotheby's London, 10 November 1981, lot 96.





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

Portrait of Maude Sarah Verney, wife of Frederick Verney half length, in profile oil on canvas 61.5 x 51.5cm (24 3/16 x 20 1/4in).

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

Provenance

By descent through the Verney family.

# Exhibited

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

#### Literature

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

# 105 <sup>AR</sup>

#### CHARLES MARCH GERE (BRITISH, 1869-1957)

Portrait of a young lady indistinctly signed with monogram (lower right) watercolour 20.3 x 17.8cm (8 x 7in).

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

**Provenance** with The Maas Gallery Ltd., London, January-February 1999. Private collection, UK. 105

#### 106 HERBERT JAMES DRAPER (BRITISH, 1864-1920)

Illustration for 'The Legend of Montrose' signed with initials 'H.J.D.' (lower left) *en grisaille 34.5 x 22cm (13 9/16 x 8 11/16in).* Executed *circa* 1893.

#### £800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

## Provenance

Sale, Whitton and Laing, Exeter, 14 January 1994. Purchased from the above by the present

# owner.

Literature S. Toll, *Herbert Draper, 1863-1920: A Life Study*, (2003), p.180, HJD42, ii.







108



# 107 <sup>AR</sup>

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

Washerwomen signed 'W. Russell Flint.' (lower left) watercolour 33.5 x 49.5cm (13 3/16 x 19 1/2in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance with Loch Gallery Inc., Winnipeg, Canada.

108 <sup>AR</sup>

## SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) Early arrivals, Dinard

signed 'W.RUSSELL FLINT-' (lower right) and titled (verso) watercolour 24.2 x 33cm (9 1/2 x 13in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

# 109

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

On the Sussex coast signed and dated 'P.W. Steer 1926' (lower left) watercolour 19 x 29.2cm (7 1/2 x 11 1/2in).

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

**Provenance** with The Ruskin Gallery Ltd., Stratford-on-Avon, Warwickshire.

#### Exhibited

Bury, County Borough of Bury Art Gallery, *Steer, Sickert & Epstein Exhibition*, 6th Feb. - 6th Mar. 1954.









110

# ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

A view of Dover signed and dated 'Albert Goodwin 1922' (lower right) watercolour and pen 25.4 x 35.5cm (10 x 14in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### 111

# ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

A view of Greenwich signed 'Albert Goodwin' (lower right), inscribed and dated 'Greenwich/June/97' (lower left) watercolour and pen heightened with touches of white  $12 \times 18cm (4 \ 3/4 \times 7 \ 1/16in).$ 

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

#### 112

# ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

A view of St Albans signed 'Albert Goodwin' (lower right) and inscribed 'St Albans' (lower left) watercolour and bodycolour 17.8 x 24.8cm (7 x 9 3/4in).

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900





114

# 113 <sup>AR</sup>

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

signed 'W Russell Flint' (lower right) coloured chalks 18 x 32cm (7 1/16 x 12 5/8in).

#### £1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

## 114 <sup>AR</sup>

#### SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) Study for Juno I

signed and inscribed 'Study for Juno. W Russell Flint' (lower left) and signed and inscribed 'Study for Juno I/W Russell Flint-' (*verso*) coloured chalks 32 x 23cm (12 5/8 x 9 1/16in).

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





#### Provenance

with The Fine Art Society, London, no. 80, Nov. 1950. R.L. Corry, Esq., Wimbledon, London. Private collection, UK.

#### Exhibited

London, Royal Academy of Arts, Sir William Russell Flint Exhibition, 1962, no. 124.

This work is to be sold with four letters relating to its inclusion in an exhibition of works by Sir William Russell Flint at the Royal Academy in 1962, including a letter from Sir William Russell Flint to Mr Corry in which he states that he believes Juno 'to be one of my best drawings.'

## 115 AR

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

A collection of ten books relating to Sir William Russell Flint, variously signed and inscribed by the author/artist, including: *The Lisping Goddess* (two copies); *Etchings and Dry Points* (limited edition no. 22/135; signed etching with drypoint as frontispiece); *In Pursuit; Breakfast in Perigord* (waterstained); *More than Shadows* (two copies); *Models of Propriety; Shadows in Arcady; Drawings.*(10)

£400 - 600 €540 - 820 US\$620 - 930





117

# **PROPERTY OF A LADY**

116 <sup>AR</sup>

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

'Olympian Act' signed, dated and inscribed with title 'Laura Knight/1938' (lower right) charcoal 27 x 37.2cm (10 5/8 x 14 5/8in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

# **OTHER PROPERTIES**

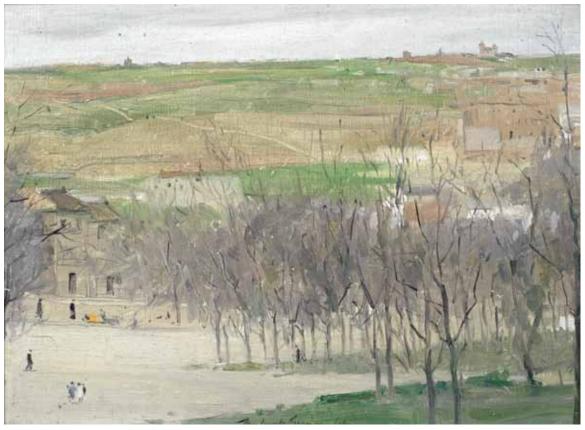
117

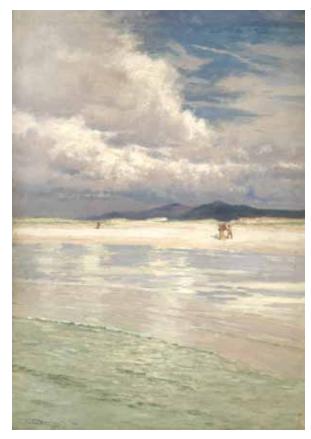
# CHARLES HASLEWOOD SHANNON R.A. (BRITISH, 1863-1937)

Study for 'The Summer Sea' signed with initials, dated and inscribed 'C S 1915' Sea & 'Breeze" (lower left) pencil 18.5 x 28cm (7 5/16 x 11in).

£800 - 1,200 €1,100 - 1,600 US\$1,200 - 1,900

The present work is a study for Shannon's 1919 Royal Academy exhibit 'The Summer Sea'.





# 118 <sup>AR</sup>

# SIR HERBERT JAMES GUNN RA PRP RSW (BRITISH, 1893-1964)

'Outside Madrid, from the Royal Palace' signed and dated 'Herbert Gunn/14.' (lower centre) and inscribed with the title (*verso*) oil on board *21.6 x 29.2cm* (8 1/2 x 11 1/2in).

#### £3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance

with The Fine Art Society, London, no. 10327, April 1983. Private collection, UK.

## Exhibited

Edinburgh, The Fine Art Society, *Ten Years of The Fine Art Society in Edinburgh, A Celebratory Exhibition*, April and May 1983.

#### 119

## WILLIAM H BARTLETT (BRITISH, 1858-1932)

On the shore signed and dated 'W.H.BARTLETT. 08. (lower right) oil on canvas 73.7 x 50.8cm (29 x 20in).

£2,500 - 3,500 €3,400 - 4,800 US\$3,900 - 5,400





120

#### HAROLD HARVEY (BRITISH, 1874-1941) Building the havrick

Building the hayrick signed 'H.HARVEY 1902' (lower right) oil on canvas 38.5 x 51cm (15 3/16 x 20 1/16in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

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

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

### 121

# AMBROSE MCEVOY (BRITISH, 1878-1927)

Dieppe Harbour signed 'McEvoy' (lower left) oil on canvas 61 x 73.7cm (24 x 29in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

Geoffrey Blackwell Esq., C.B.E. Private collection, UK.

# Exhibited

London, Royal Academy, Exhibition of Works by Late Members of the Royal Academy and of the Iveagh Bequest of works by Old Masters, 1928, no. 481.







# 122 AR WILLIAM LEE-HANKEY (BRITISH, 1869-1952)

A girl with a basket on a woodland path indistinctly signed (lower left) oil on canvas 75.5 x 62.5cm (29 3/4 x 24 5/8in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100





# 123

# HAROLD HARVEY (BRITISH, 1874-1941)

Portrait of a young lady signed and dated 'H.Harvey.36' (lower left) oil on canvas 33 x 27.9cm (13 x 11in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### Provenance

Private collection, UK.

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

# 124

HAROLD HARVEY (BRITISH, 1874-1941) The unwilling sitter signed and dated 'Harold Harvey/32' (lower left) oil on canvas 50.8 x 61cm (20 x 24in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance Private collection, UK.

The sitter for the present lot is Laura Challen Jewill Hill (1907-2004) who also appears in another work by Harvey titled 'Laura and Paul Jewill Hill' (1916).

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



# ARTHUR RACKHAM (BRITISH, 1867-1939)

Portraits of Evelyn Ann Doxford and Peter Doxford, a pair both signed 'Arthur Rackham' (lower left); the portrait of Evelyn bears an inscription 'Evelyn Ann Doxford Painted by Arthur Rackham/ aged seven years' (on a fragment of canvas that has been attached to the stretcher verso) oil on canvas each 68.6 x 55.8cm (27 x 21 15/16in).(2)

£5,000 - 7,000 €6,800 - 9,500

US\$7,700 - 11,000

**Provenance** Private collection, UK.



125









128

126 AR W

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

Portrait of Sir Philip Dawson M.P. (1866-1938) signed 'Stanhope a. Forbes/1914' (lower right) oil on canvas 127 x 101.6cm (50 x 40in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance The Energy Institute, London.

Exhibited London, Royal Academy, 1914, no 694.

## Literature

Royal Academy Illustrated (London), p 11.

The present lot is a portrait of Sir Philip Dawson M.P. who was the Conservative Member for Lewisham West and an eminent British electrical engineer.

# 127 <sup>W</sup>

# CHARLES HENRY MALCOLM KERR (BRITISH, 1858-1907)

<sup>1</sup>Portrait of Master Kenneth Hunter' signed and dated 'CHARLES KERR 1896.' (lower right) and further signed and inscribed 'Charles Kerr/18 Aubrey Walk/Campden Hill/W./no. 2 Portrait of/Master Kenneth Hunter.' (on an artist's label attached to the frame *verso*) oil on canvas 172.7 x 106.7cm (68 x 42in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

# Provenance

Purchased from the sitter's estate sale by the current owner's father who was a friend of Capt. Kenneth Hunter.

# Exhibited

London, Royal Academy, 1897, no. 935.

Captain Kenneth Hunter was born in 1889. In 1913 he was commissioned as a 2nd Lieutenant in the 6th Dragoon Guards, the Carabiniers, now the Royal Scots Dragoons. He married Dorothy De Vere Fenn of Gilling Castle, Yorkshire in 1923 and later retired from the army as a Captain. He died on the 6th February 1975.

# 128

# HARRINGTON MANN (BRITISH, 1864-1937)

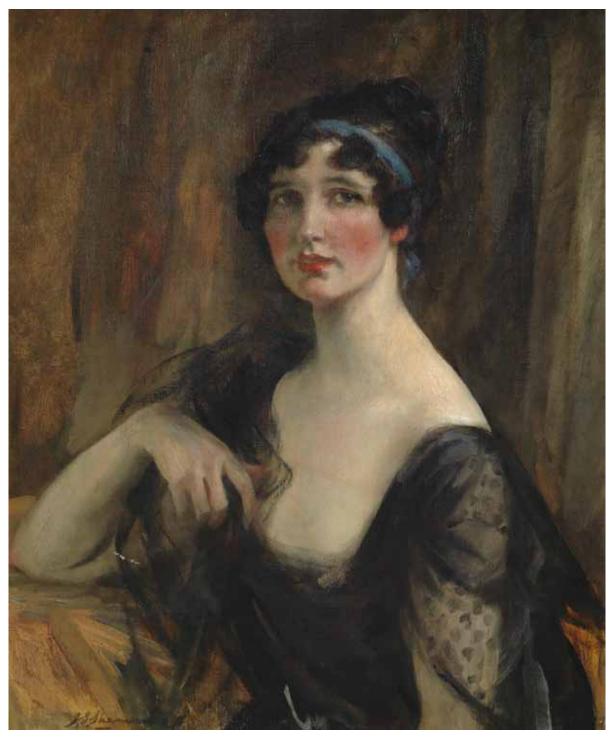
Portrait of Miss Mary Nairn signed and dated 'HARRINGTON MANN 1904' (lower left) oil on canvas 127 x 101.6cm (50 x 40in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

For a comparable painting of Miss Mary Nairn by the artist please see Sotheby's London, 25 November 2004, lot 424.

# Provenance

Collection of the Van Sminia family, Landgoed de Klinze Estate, the Netherlands. Private Collection, the Netherlands.



129 SIR JAMES JEBUSA SHANNON, RA, RBA, RHA (BRITISH, 1862-1923)

Portrait of a lady signed 'J.J.Shannon' (lower left) oil on canvas 76.2 x 63.5cm (30 x 25in).

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300 **Provenance** with The Oriel Gallery, Dublin.

Literature

Etd., O. Nulty, 100 Years of Irish Art, Published on the occasion of the Oriel Gallery Silver Jubilee 1968-1993, (Belfast, 1993), illustrated, p. 114.

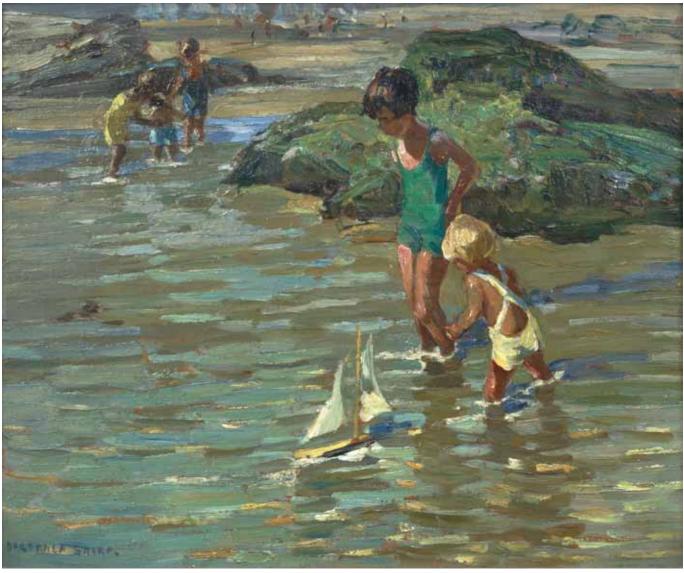


# 130 AR DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Fishing off the jetty signed 'DOROTHEA SHARP' (lower left) and also signed with initials 'DS' (lower left) oil on board  $38.1 \times 45.7$ cm ( $15 \times 18$ in).

£10,000 - 15,000 €14,000 - 20,000 US\$15,000 - 23,000

Provenance Private collection, UK.



# 131 <sup>AR</sup> DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

The toy boat signed 'DOROTHEA SHARP.' (lower left) oil on board 39.4 x 47cm (15 1/2 x 18 1/2in).

£8,000 - 12,000 €11,000 - 16,000 US\$12,000 - 19,000

**Provenance** with John Magee, Belfast, Ireland, ref. no. 215-19. Private collection, UK.





# 132 MARIANNE STOKES (AUSTRIAN, 1855-1927)

Study of hollyhocks signed 'Marianne Stokes' (lower right) oil on board *30.5 x 25.5cm (12 x 10 1/16in).* 

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

## Exhibited

Probably, London, Institute of Painters in Oil Colours, *10th Exhibition*, 1892, no. 609.

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

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

Lots 133 - 208





134

## 133 LUCIEN LIEVRE (FRENCH, 1878-1936)

The Royal Exchange signed 'Lucien Lievre' (lower right) oil on canvas 50 x 60cm (19 11/16 x 23 5/8in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100 134 **FRENCH SCHOOL, 19TH CENTURY** View of a French port oil on canvas *39.5 x 55cm (15 9/16 x 21 5/8in).* 

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





136

## 135

# WILLIAM STANLEY HASELTINE (AMERICAN, 1835-1900)

Rocks of Capri oil on canvas 38 x 59cm (14 15/16 x 23 1/4in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

**Provenance** Herbert C. Hasetline, the artist's son. 136 ITALIAN SCHOOL, 19TH CENTURY Villa Reale, Naples oil on canvas 28 x 38cm (11 x 14 15/16in).

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









137

137

# 137 NEAPOLITAN SCHOOL (19TH CENTURY)

Panoramas of the Bay of Naples, a set of four watercolour and bodycolour each  $33 \times 51 \text{ cm} (13 \times 20 \ 1/16 \text{ in}).(4)$ 

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100





139

# 138 AR NOEL GEORGES BOUVARD (FRENCH, 1912-1975)

A gondolier on a Venetian backwater signed 'Bouvard' (lower left) oil on canvas 50 x 65cm (19 11/16 x 25 9/16in).

£2,500 - 3,500 €3,400 - 4,800 US\$3,900 - 5,400

Provenance Williams & Son, London, no. 13969. 139 <sup>AR</sup>

# NOEL GEORGES BOUVARD (FRENCH, 1912-1975)

A Venetian canal signed 'Bouvard' (lower right) oil on canvas 51 x 66cm (20 1/16 x 26in).

£2,500 - 3,500 €3,400 - 4,800 US\$3,900 - 5,400





# 140 CARLO FERRANTI (ITALIAN, 1840-1908)

Tea party, Venice signed and inscribed 'C Ferranti Roma' (lower right) oil on canvas 59 x 85cm (23 1/4 x 33 7/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

# 141 VILHELM ROSENSTAND (DANISH, 1838-1915)

The water bearers, Capri signed, inscribed and dated 'Vilh. Rosenstand Roma/1870' (lower right) oil on canvas 100 x 75cm (39 3/8 x 29 1/2in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100



### 142 ANGIOLO TOMMASI (ITALIAN, 1858-1923)

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

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

143 W

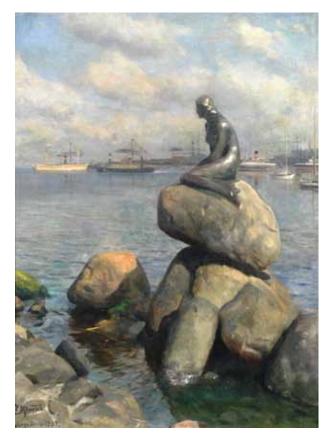
# ANGIOLO TOMMASI (ITALIAN, 1858-1923)

Donna con brocche oil on canvas 75.5 x 45cm (29 3/4 x 17 11/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600







145

### 144 W

### PETER KORNBECK (DANISH, 1837-1894)

Piazza San Marco, Venice signed and dated 'P Kornbeck. 1887' (lower left) oil on canvas 58 x 103.5cm (22 13/16 x 40 3/4in).

# £3,000 - 4,000 €4,100 - 5,400 US\$4,600 - 6,200

#### Provenance

Sale, Bonhams London, 22 April 2010, lot 9, sold for £14,400.

### Exhibited

Copenhagen, Danish Royal Academy, 1888.

# 145

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

Lille Havfrue, Langelinie signed, dated and inscribed 'P Monsted/Langelinie 1939' (lower left) oil on canvas 52 x 38.1cm (20 1/2 x 15in).

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



#### 146

# CHARLES EUPHRASIE KUWASSEG (FRENCH, 1838-1904)

Harbour scene signed and dated 'C Kuwasseg fils 1872' (lower left) oil on canvas 56 x 100cm (22 1/16 x 39 3/8in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

147

# JOHANNES FRANCISCUS SPOHLER (DUTCH, 1853-1894)

A view in Amsterdam signed 'J. F Spohler' (lower left); signed and inscribed 'The undersigned declares that this painting has been painted by himself J. F Spohler' (on an artist's label on the reverse) oil on panel  $26.5 \times 21.4cm$  (10 7/16 x 8 7/16in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700







149



#### 148 HENDRIK PIETER KOEKKOEK (DUTCH, 1843-DIED CIRCA 1890)

A view near Windsor signed 'H. P. Koekkoek' (lower centre) oil on canvas  $36 \times 61 cm$  (14 3/16 x 24in).

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

#### 149

# HENDRIK PIETER KOEKKOEK (DUTCH, 1843-DIED CIRCA 1890)

Rural landscapes; a pair one signed and dated 'H.P. Koekkoek 1869' (lower right); the other signed and indistinctly dated 'H.P. Koekkoek..' (lower left) oil on canvas each 41 x 62cm (16 1/8 x 24 7/16in).(2)

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600





151

#### 150 FREDERIK MARINUS KRUSEMAN (DUTCH, 1816-1882)

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

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

# Provenance

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

# Literature

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

### 151 WILLEM ROELOFS (DUTCH, 1822-1897)

Dutch landscape signed 'W: Roelofs.' (lower right) oil on panel  $17 \times 26cm$  (6 11/16 x 10 1/4in). There is an additional oil sketch on the reverse of the present lot signed 'Mawson' (lower right).

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







#### 152 FRANK KIRCHBACH (GERMAN, 1859-1912)

Revolt of the peasants signed, dated and inscribed 'FKirchbach/1896/Munchen' (lower left) oil on canvas 99 x 73cm (39 x 28 3/4in).

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

#### 153

# ERNST MEISEL (GERMAN, 1838-1895)

An amusing story signed 'E Meisel' (lower right) oil on canvas 71 x 55cm (27 15/16 x 21 5/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### Provenance

G. M. Lotinga, London.

### 154

#### FRIEDRICH JOHANN GOTTLIEB (FRANZ) LIEDER (GERMAN/ AUSTRIAN, 1780-1859)

Napoleon crossing the Alps, after David signed, dated and inscribed 'F Lieder pinxit 1807' (lower right) oil on panel 53 x 40cm (20 7/8 x 15 3/4in).

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

The present lot is based on one of the versions of paintings of the same title by Jacques-Louis David.





156

155 W HENRIETTE RONNER-KNIP (DUTCH, 1821-1909)

Summer on the farm signed 'Henriette Knip' (lower right) oil on canvas 76.5 x 106cm (30 1/8 x 41 3/4in).

£1,000 - 1,500 €1,400 - 2,000 US\$1,500 - 2,300 156

# GASTON DER VAL (FRENCH, 19TH CENTURY)

Feeding time at the farm signed, inscribed and dated 'Gaston Der Val/Paris 1891.' (lower left) oil on canvas  $93 \times 61cm$  (36 5/8 x 24in).

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





157 ANTON HEINRICH DIEFFENBACH (GERMAN, 1831-1914) Best of Friends

signed, dated and inscribed 'H. Anton Dieffenbach Paris 1867' (lower right) oil on canvas  $38 \times 50cm (14 \ 15/16 \times 19 \ 11/16in)$ .

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

### 158 EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)

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

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700



### 159 BENJAMIN EUGÈNE FICHEL (FRENCH, 1826-1895)

Interior of an inn signed and dated 'E. Fichel. 1882.' (lower left) oil on panel *31 x 46cm (12 3/16 x 18 1/8in).* 

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

Provenance Frost & Reed, London, no. 7026.

#### 160 NICO JUNGMANN (DUTCH, 1872-1935)

Mother and child signed with monogram (lower right) tempera on panel 50 x 37cm (19 11/16 x 14 9/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100







161 \*

# LUDOVICO MARCHETTI (ITALIAN, 1853-1909)

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

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

#### 162

# FILIPPO INDONI (ITALIAN, BORN CIRCA 1842-1908)

Itinerant musicians by a river signed 'Indoni' (lower left) watercolour 76 x 54.5cm (29 15/16 x 21 7/16in).

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



# 163 <sup>W</sup> EUGÈNE SIBERDT (BELGIAN 1851-1931)

*Une halte de Bohemiens* signed and inscribed 'Eug. Siberdt/Anvers.' (lower left); titled on an artist's label (on the stretcher verso) oil on canvas 171 x 127cm (67 5/16 x 50in).

£8,000 - 12,000 €11,000 - 16,000 US\$12,000 - 19,000







165

# 164

# JOAQUÍN DOMÍNGUEZ BECQUER (SPANISH, 1817-1879)

Two Spanish costume studies

both signed, inscribed and dated 'J Becquer/Sevilla 1834' (one lower left, the other lower right); one numbered '109' (lower right); the other numbered '106' (lower left) both watercolour and gouache

one 22.5 x 14cm (8 7/8 x 5 1/2in)., the other 28 x 19.5cm (11 x 7 11/16in). (2)

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

165

#### GUSTAVE MOREAU (FRENCH, 1826-1898)

A costume design: Phaon, in the Opera Sappho signed with initials 'GM.' (lower left); inscribed 'Variante pour le costume de/Phaonopéra de Sapho' (lower right) pencil on paper 22.8 x 16.7cm (9 x 6 9/16in). Executed in 1883

#### £2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

#### Provenance

Roger Marx (art critic and director of the École des Beaux-Arts, Paris). The heirs of the above. Anon. sale, Hôtel Drouot, Paris, 18-19 May 1925, lot 443. Anon. sale, Sotheby's, London, 11 December 1969, lot 129. Sale, Sotheby's, London, 9 July 2014, lot 168 (the Estate of Jan Krugier). Private collection, UK (acquired at the above sale).

#### Literature

P.L. Mathieu, Gustave Moreau. Sa vie, son œuvre. Catalogue raisonné de l'œuvre achevé, Freiburg, 1976, no. 302.

P.L. Mathieu, *Gustave Moreau: Monographie et nouveau catalogue de l'œuvre achevé,* Paris, 1998, no. 338, illustrated on p.383.





167

#### 166 \* JOHANN-KONRAD FASI-GESSNER (ZURICH 1796-1870)

Two albums: one containing 28 drawings of flowers, figure studies; the second with 23 studies of flowers and figures the first inscribed '19' and the latter '25' graphite and watercolour on paper the first 23.8 x 17cm. (9 3/8 x 6 3/4in.), the latter 21.6 x 18 cm. (8 1/2 x 7 in.) (2)

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

167

#### EDWARD JAKOB VON STEINLE (AUSTRIAN, 1810-1886)

The right casket, The Merchant Of Venice, Act III, Scene ii watercolour and gouache  $59 \times 44cm$  (23 1/4 x 17 5/16in).

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

### Provenance

Julius Beer, UK, 1872. By descent to his daughter. Private Collection, UK.

#### Literature

Alphons M. von Steinle, *Edward von Steinle: des Meisters Gesamtwerk in Abbildungen*, Kempten and Munich, 1910, p.20, (illustrated).

#### 168 EDWARD JAKOB VON STEINLE (AUSTRIAN, 1810-1886)

The outcome of the court session, The Merchant of Venice, Act IV, Scene i signed with monogram and dated 'ES/1872/3' (lower left) watercolour and gouache over traces of pencil 58 x 42.5cm (22 13/16 x 16 3/4in).

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

#### Provenance

Julius Beer, UK, 1872. By descent to his daughter. Private Collection, UK.

#### Literature

Alphons M. von Steinle, *Edward von Steinle: des Meisters Gesamtwerk in Abbildungen*, Kempten and Munich, 1910, p.20, (illustrated).







170

### 169 NICOLAS ROUSSEAU (FRENCH, 19TH CENTURY)

Figures in an autumn landscape signed 'N Rousseau' (lower left) oil on canvas 37.5 x 56cm (14 3/4 x 22 1/16in).

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

#### 170 CLAUDE-FRANÇOIS-AUGUSTE DE MESGRINY (FRENCH, 1836-1884)

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

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

Provenance MacConnal-Mason & Son, London.





172

# 171 ATTRIBUTED TO THÉODORE ROUSSEAU (FRENCH, 1812-1867)

Forest scene with peasants and cows oil on canvas 65 x 55cm (25 9/16 x 21 5/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

**Provenance** Peter Pálffy, Austria. Private collection, Austria (acquired from the above *circa* 1970).

# 172 AR

### HARALD JULIUS NIELS PRYN (DANISH, 1891-1968)

Sunny winters day signed, dated and inscribed 'Harald Pryn 55/Fr. dalskov' (lower left) oil on canvas 90.5 x 130.5cm (35 5/8 x 51 3/8in).

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





174

# 173 <sup>AR</sup>

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

Marche aux fleurs, Madeleine signed 'Antoine. Blanchard. (lower right) oil on canvas 46 x 56cm (18 1/8 x 22 1/16in).

£4,000 - 5,000 €5,400 - 6,800 US\$6,200 - 7,700 174 <sup>AR</sup>

ANTOINE BLANCHARD (FRENCH, 1910-1988) Porte St. Denis signed 'Antoine. Blanchard.' (lower right) oil on canvas 33 x 46cm (13 x 18 1/8in).

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300



# 175 <sup>AR</sup> ANTOINE BLANCHARD (FRENCH, 1910-1988)

Les Grands Boulevards: Porte St. Martin et Porte St. Denis signed 'Antoine Blanchard' (lower right) oil on canvas 60 x 91.4cm (23 5/8 x 36in).

£5,000 - 7,000 €6,800 - 9,500 US\$7,700 - 11,000

### Provenance

E. Stacy-Marks Ltd., Eastbourne, no. B769A. Acquired from the above, 31 January 1980; thence by descent.





177

#### 176

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

Scène de rue signed 'Lievin' (lower right) watercolour and bodycolour 19 x 31cm (7 1/2 x 12 3/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

### 177

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

Paris, Les Quais de Seine watercolour and bodycolour 19 x 31.5cm (7 1/2 x 12 3/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600



# 178 W EDMOND MARIE PETITJEAN (FRENCH 1844-1925)

View of Le Havre signed 'E. Petitjean' (lower right) oil on canvas 100 x 150.5cm (39 3/8 x 59 1/4in).

£7,000 - 10,000 €9,500 - 14,000 US\$11,000 - 15,000

### Provenance

Anon. sale, Piasa, Paris, 31 March 1999, lot 165, as *Le port de Fecamp*. Hammer Galleries, New York.





179

# 179 <sup>AR</sup> PAUL-ÉMILE PISSARRO (1884-1972)

*Petit printemps; Le hameau*, a pair both signed 'Paul Emile Pissarro' (one lower left, the other lower right) pastel on paper *each 20.6 x 25.7cm (8 1/8 x 10 1/8in).(2)* 

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

#### Provenance

La Petite Galerie, Paris. Acquired from the above by the present owner, 3 January 1987.





181

### 180 <sup>AR</sup> EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969) Seascape

signed 'Edouard Cortès' (lower right) oil on board, unframed 24 x 33cm (9 7/16 x 13in).

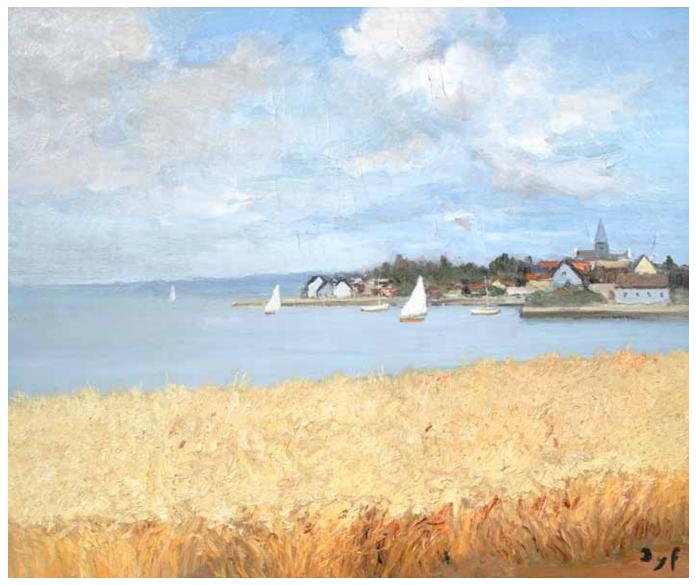
£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance Anon. sale, Sotheby's, Olympia, 13 July 2006, lot 200. 181 <sup>AR</sup>

# GEORGES ROBIN (FRENCH, 1895-1981)

Chateau-Landon, Morbihan signed 'Georges Robin (lower right) oil on canvas 50.5 x 61cm (19 7/8 x 24in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600



182 \* AR

# MARCEL DYF (1899-1985)

Blés près du golfe du Morbihan signed 'Dyf' (lower right) oil on canvas 46 x 55cm (18 1/8 x 21 5/8in). Painted in 1972

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 2838.

# Provenance

Frost & Reed, London, no. 57848.



# 183 <sup>AR</sup>

# MARCEL DYF (FRENCH, 1899-1985)

Fleurs des champs, Provence signed 'Dyf' (lower right) oil on canvas 60 x 73cm (23 5/8 x 28 3/4in). Painted in 1935

#### £4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 4537.

#### Provenance

Anon. sale, Artcurial, Paris, 23 March 2010, lot 377. Private collection, UK (acquired at the above sale).

# 184 \* AR

#### MARCEL DYF (1899-1985)

Godétias et iris signed 'Dyf' (lower right) oil on canvas 55 x 46.5cm (21 5/8 x 18 5/16in). Painted in 1965

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 839.

# Provenance

Frost & Reed, London, no. 51271.







### 186

### 185 MILTON AVERY (AMERICAN, 1885-1965)

Serious girl signed and dated 'Milton 19/Avery 49' (lower left); bears inscription "Serious girl" by Milton Avery Flobrush 11 x 8 1/2' (on the reverse) flobrush on paper 28 x 21.6cm (11 x 8 1/2in).

# £1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

#### 186 MILTON AVERY (AMERICAN, 1885-1965)

Reader signed 'Milton Avery' (lower right); bears inscription '"Reader" by Milton Avery 11 x 8 1/2' (on the reverse) pencil on paper 28 x 21.6cm (11 x 8 1/2in).

#### £1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

It has been suggested that the present lot depicts the artist's wife, Sally Avery.





188

187

31.9 x 26.5cm (12 9/16 x 10 7/16in).

#### £4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

# 188 <sup>AR</sup>

# LUCIEN LEVY-DHURMER (FRENCH, 1865-1953)

**GRIGORY GLUCKMANN (RUSSIAN/AMERICAN, 1898-1973)** 

Portrait d'élégante signed 'Levy Dhurmer' (lower right) pastel 55 x 42cm (21 5/8 x 16 9/16in).

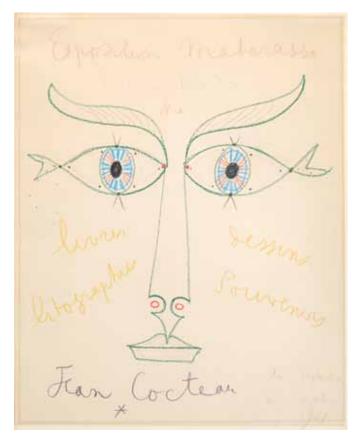
£1,000 - 1,500 €1,400 - 2,000 US\$1,500 - 2,300

#### Provenance

Anon. sale, Ader Nordmann, Paris, 14 November 2014, lot 253. Private collection, UK (acquired at the above sale).







#### 189

# 189 <sup>AR</sup> LEONOR FINI (1907-1996)

Visage (recto); étude (verso) signed 'Leonor Fini' (lower right, recto) watercolour on paper (recto); pencil and crayon on paper (verso)  $35 \times 27 cm$  (13 3/4 x 10 5/8in).

#### £2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

The authenticity of this work has kindly been confirmed by Mr. Richard Overstreet.

# 190 <sup>AR</sup>

### JEAN COCTEAU (1889-1963)

Exposition Matarasso signed and dated 'Jean Cocteau du septembre/au octobre/1957' (lower edge) colour crayon on paper 56.4 x 45cm (22 3/16 x 17 11/16in).

#### £1,500 - 2,500 €2,000 - 3,400 US\$2,300 - 3,900

The authenticity of this work has kindly been confirmed by Madame Annie Guédras.

#### Provenance

Beverly Whitney Kean Collection, New York and Scotland.

The present lot is an original poster design made by Jean Cocteau for his exhibition at the Gallery Matarasso, Nice, in 1957. The dates of the exhibition were September 27 to October 31.



# 191 \* <sup>AR</sup> GEORGES ROUAULT (1871-1958)

*Le clown* signed with the artist's monogram 'GR' (upper left) gouache and pastel on paper 24.3 x 15cm (9 9/16 x 5 7/8in).

#### £3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

The authenticity of this work has kindly been confirmed by the Fondation Georges Rouault.

#### Provenance

Sir Hugh Walpole, London and Brackenburn, Cumbria. The Leicester Galleries, London. Mrs C. Neilson, acquired from the above, January 1952. Private collection, South Africa. Thence by descent to the present owner.

#### Exhibited

London, The Leicester Galleries, *New Year Exhibition*, January 1952, no. 17. Cape Town, South African National Gallery, *Master Works on Paper*, 8 October 1984. 192 <sup>AR</sup>

# JEAN-GABRIEL DOMERGUE (1889-1962)

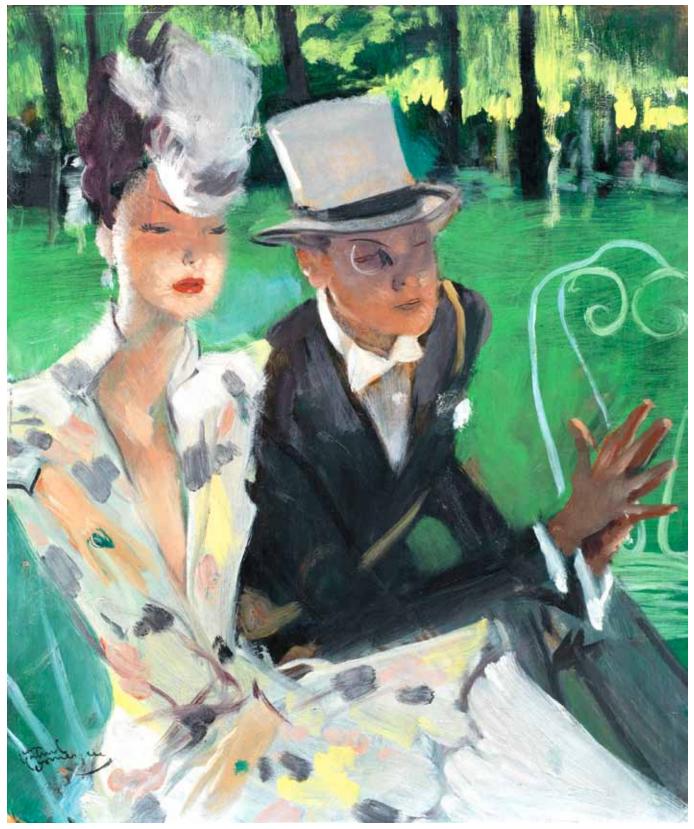
Couple d'élégants au parc signed 'Jean/Gabriel/Domergue' (lower left) oil on board 45.9 x 37.7cm (18 1/16 x 14 13/16in).

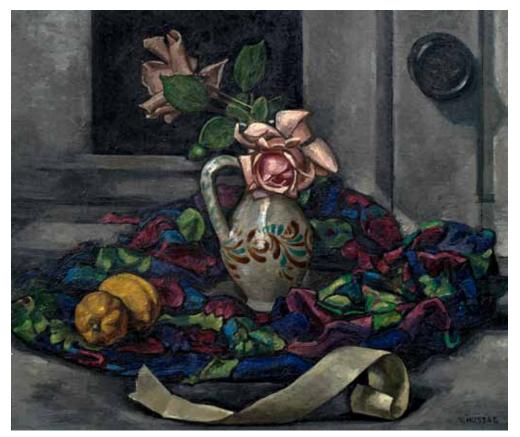
£15,000 - 20,000 €20,000 - 27,000 US\$23,000 - 31,000

The authenticity of this work has kindly been confirmed by Monsieur Noé Willer.

#### Provenance

Galerie Champs-Elysées, Paris.







193 <sup>AR</sup>

# VILMOS HUSZAR (HUNGARIAN, 1884-1960)

Stilleven met stopcontact signed 'V. Huszar' (lower right) oil on board 38.4 x 45cm (15 1/8 x 17 11/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

# 194

**JEAN MARCHAND (FRENCH, 1882-1941)** *Nature morte* oil on canvas 27.5 x 22cm (10 13/16 x 8 11/16in).

£600 - 800 €820 - 1,100 US\$930 - 1,200

#### Provenance

Crane Kalman Gallery, London. Private collection, UK (acquired from the above *circa* 1970s and thence by descent).





196

195 <sup>AR</sup> HENRI HAYDEN (1883-1970)

Nature morte fond jaune signed and dated 'Hayden/65' (lower right) oil on canvas 60 x 73cm (23 5/8 x 28 3/4in). Painted in 1965

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

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

### Provenance

Waddington Galleries London, no. 9045. Acquired from the above and then gifted to the present owner.

# 196 <sup>AR</sup>

# ROBERT MARC (1943-1993)

Untitled signed 'ROBERT MARC' (lower centre) collage on board *image 50 x 40cm (19 11/16 x 15 3/4in); sheet* 65 x 54cm (25 9/16 x 21 1/4in).

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

#### Provenance

Estate of the Artist. Forum Gallery, New York. Barry Friedman Ltd., New York, no. 15873. E & R Cyzer Gallery, London. Acquired from the above by the present owner, 2011.

#### Exhibited

London, E & R Cyzer and Alon Zakaim Fine Art, *Robert Marc, Reflections and Rediscovery,* 11 March - 8 April 2011, no. 28 (illustrated).





197 <sup>AR</sup>

# CLAUDE VENARD (1913-1999)

*Triptyque* signed 'C. VENARD' (lower centre) oil on canvas 25 x 70cm (9 13/16 x 27 9/16in). Painted *circa* 1950

#### £1,500 - 2,500 €2,000 - 3,400 US\$2,300 - 3,900

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

### 198 <sup>AR</sup>

# CLAUDE VENARD (1913-1999)

*Le clown* Signed 'C. VENARD' (lower right) oil on canvas 99.5 x 50cm (39 3/16 x 19 11/16in). Painted *circa* 1981

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

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



# 199 <sup>AR</sup>

# **CLAUDE VENARD (1913-1999)**

Paysage urbain signed 'C.VENARD' (lower left) oil on canvas 60 x 73cm (23 5/8 x 28 3/4in). Painted circa 1950

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

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

# 200 AR

# **CLAUDE VENARD (1913-1999)**

La moisson signed 'C. VENARD' (lower right) oil on canvas 75 x 75cm (29 1/2 x 29 1/2in). Painted circa 1986

£3,000 - 4,000 €4,100 - 5,400 US\$4,600 - 6,200

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

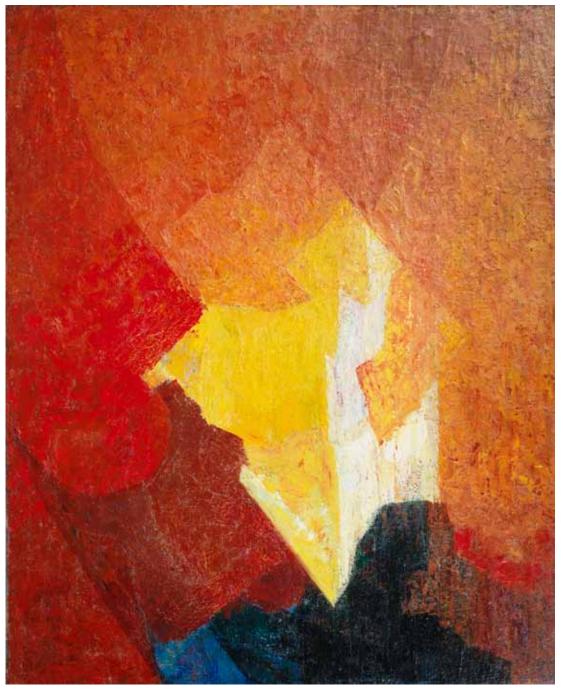




201 <sup>AR</sup> **CLAUDE VENARD (1913-1999)** *Nature morte* signed 'C. VENARD' (lower right) oil on canvas 100 x 100cm (39 3/8 x 39 3/8in). Painted circa 1981

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

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



202 <sup>AR</sup>

JOSEPH LACASSE (1894-1975)

Composition abstraite en rouge, orange et jaune oil on canvas 100 x 81.5cm (39 3/8 x 32 1/16in).

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300



#### 203 AR PABLO PICASSO (1881-1973)

Visage de femme 'Pomone' stamped, marked and numbered 'Empreinte Originale de Picasso/ Madoura Plein Feu/J. 220/27/200' (on the reverse) unglazed terracotta plaque 31 x 31cm (12 3/16 x 12 3/16in). Conceived between December 1968 and January 1969 and executed in a numbered edition of 200

£2,500 - 3,500 €3,400 - 4,800 US\$3,900 - 5,400

#### Provenance

Anon. sale, Sotheby's, London, 20 March 1991, lot 112. Acquired at the above sale by the present owner.

#### Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 591 (another version illustrated p. 286).



204

#### 204 <sup>AR</sup> MARIO SIRONI (1885-1961)

Composizione signed 'SIRONI' (lower right) gouache, tempera and pencil on paper laid down on canvas 49.5 x 59.7cm (19 1/2 x 23 1/2in). Executed circa 1935 - 1939

£4,000 - 6,000 €5,400 - 8,200 US\$6,200 - 9,300

The authenticity of this work has kindly been confirmed by the Associazione per il patrocinio e la promozione della figura e dell'opera di Mario Sironi.

#### Provenance

Silvestro Pierangeli Collection, Italy. Private collection, Rome (acquired from the above by the 1970s). Thence by descent to the present owner.





205

#### HANS GUSTAV BURKHARDT (AMERICAN, 1904-1994) Abstraction

signed and dated 'H. BURKHARDT 60' (lower left); bears inscription 'abstraction/H. Burkhardt/1914 Dewitt Drive/Los Angeles Calif. 90046/U.S.A' (on the reverse) oil on canvas

35.5 x 40.5cm (14 x 15 15/16in).

£1,200 - 1,800 €1,600 - 2,400 US\$1,900 - 2,800

#### Provenance

Bertrand Russell Peace Foundation (gifted by the artist circa 1973).

206 AR

#### **MARCEL MOULY (1918-2008)**

Pécheurs a La Fouère au soleil signed and dated 'M. Mouly 07' (lower right); signed, inscribed and dated 'M. Mouly/Pécheurs a La Fouère au soleil/Gentilly 2007' (on the reverse) oil on canvas 61 x 50cm (24 x 19 11/16in). Painted in 2007

£2,500 - 3,500 €3,400 - 4,800 US\$3,900 - 5,400

This work is accompanied by a certificate of authenticity from Marcel Mouly.



#### 207 <sup>AR</sup> LUIS FEITO LÓPEZ (SPANISH, BORN 1929)

Pintura 126 (negro, gris, blanco) signed 'Feito' (lower left); signed, dated and inscribed 'FEITO/-1959-/-126-/BASE' (on the reverse) oil on canvas 33 x 40.6cm (13 x 16in).

£6,000 - 9,000 €8,200 - 12,000 US\$9,300 - 14,000

#### Provenance

Arthur Tooth & Sons Ltd, London, no. 5533. Private collection, UK (purchased from the above *circa* 1965).

#### Exhibited

London, Arthur Tooth & Sons Ltd, *Recent Developments in Painting*, 15 September 1959 - 10 October 1959, no. 6.



#### 208 AYDEMIR SAIDOV (BORN 1979)

Sweet dreams signed 'Saidov' (lower right); inscribed in Cyrillic, signed and dated 'Aydemir Saidov/2015 r./X.M.' (on the reverse) oil on canvas *41 x 85cm (16 1/8 x 33 7/16in).* 

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

End of Sale

The next sale of British and European Art is on 22 March 2016.

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# **19TH CENTURY PAINTINGS**

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 45.5cm (20 1/16 x 17 15/16in). £20,000 - 30,000 ENQUIRIES +44 (0) 20 7468 8201 peter.rees@bonhams.com

# Bonhams

#### LONDON

bonhams.com/19thcentury

#### NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### **Contractual Description of a Lot**

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

#### Estimates

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

#### **Condition Reports**

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

#### Alterations

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any *l* of 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 I of 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 *Biddie* 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 the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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

The Buyer's premium is payable for the services to be provided by Bonhams in the Buyer's Agreement which is contained in the Catalogue for this Sale and for the opportunity to bid for the Lot at the Sale.

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

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

#### 8. VAT

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

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

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

- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer
   Price or the Buyer's Premium
- $a \qquad Buyers from within the EU: VAT is payable at the prevailing rate on just the$ *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/exportcontrols/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 *Saller*.

#### 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 °ot 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  $\Delta$  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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

#### ·, †, \*, G, $\Omega, \alpha$ 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

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- 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.
- 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.

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

#### RISK, PROPERTY AND TITLE

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

#### PAYMENT

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

#### COLLECTION OF THE LOT

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

#### 8 FAILURE TO PAY FOR THE LOT

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

#### 9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of 10.6 reputation or for disruption to Business or wasted time on the part of the Buver or of the Buver's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss 10.7 or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by 10.8 or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise:
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's liability or excluding or restricting any person's liability or excluding or is espect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

#### 10 MISCELLANEOUS

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

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

#### GOVERNING LAW

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

#### **APPENDIX 2**

#### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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*.

4.4

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

#### STORING THE LOT

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

#### RESPONSIBILITY FOR THE LOT

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sa(e) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

#### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

#### 9 FORGERIES

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

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

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

#### 10 OUR LIABILITY

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

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

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

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

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

#### 12 MISCELLANEOUS

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

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

GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### **APPENDIX 3**

#### DEFINITIONS AND GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession. "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

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

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

#### SALE OF GOODS ACT 1979

doer has a duty of care.

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

"Section 12 Implied terms about title, etc

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

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# **Registration and Bidding Form**

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



#### Paddle number (for office use only)

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

#### Data protection – use of your information

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

#### **Credit and Debit Card Payments**

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

#### Notice to Bidders.

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

#### If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: British and European Art		Sale date: 24 November 2015
Sale no. 22590		Sale venue: Knightsbridge
If you are not attending the sale in person, please provi prior to the sale. Bids will be rounded down to the nea for further information relating to Bonhams executing i endeavour to execute these bids on your behalf but wil	rest incremen telephone, or	It. Please refer to the Notice to Bidders in the catalogue nline or absentee bids on your behalf. Bonhams will
General Bid Increments:           £10 - 200         by 10s           £200 - 500         by 20 / 50 / 80s           £500 - 1,000         by 50s           £1,000 - 2,000         by 100s           £2,000 - 5,000         by 200 / 500 / 800s           £5,000 - 10,000         by 500s           The auctioneer has discretion to split any bid at any fit	£20,0 £50,0 £100 above	000 - 20,000by 1,000s 000 - 50,000by 2,000 / 5,000 / 8,000s 000 - 100,000by 5,000s ,000 - 200,000by 10,000s e £200,000at the auctioneer's discretion
Customer Number		Title
First Name		Last Name
Company name (to be invoiced if applicable)		1
Address		
City		County / State
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Telephone mobile		Telephone daytime
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Preferred number(s) in order for Telephone Bidding	g (inc. countr	y code)
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By providing your email address above, you authorise Bonhams concerning Bonhams. Bonhams does not sell or trade email add	to send to this a resses.	address information relating to Sales, marketing material and news
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#### Please note that all telephone calls are recorded.

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

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

\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Date:

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Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

# Bonhams





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