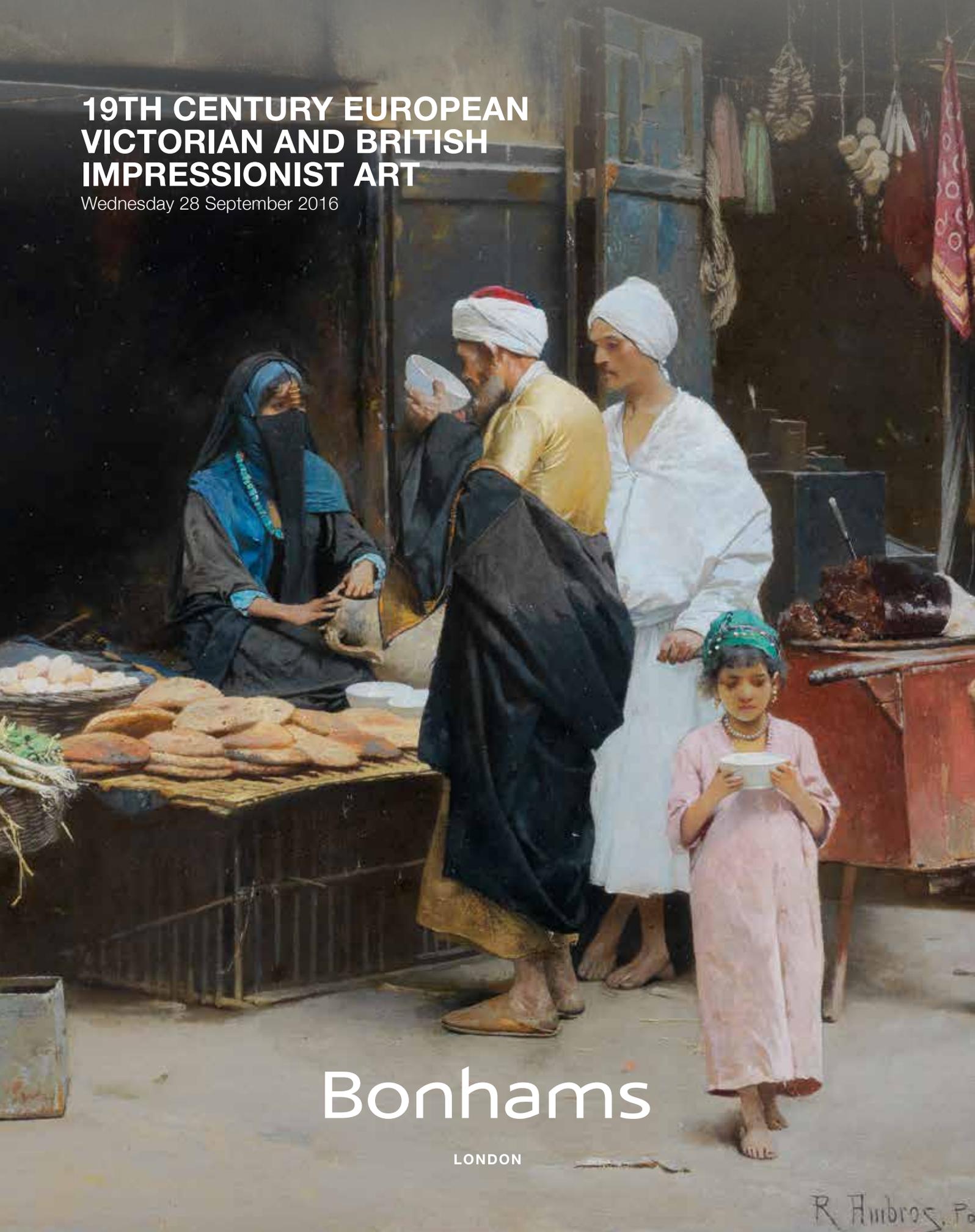


19TH CENTURY EUROPEAN VICTORIAN AND BRITISH IMPRESSIONIST ART

Wednesday 28 September 2016



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19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

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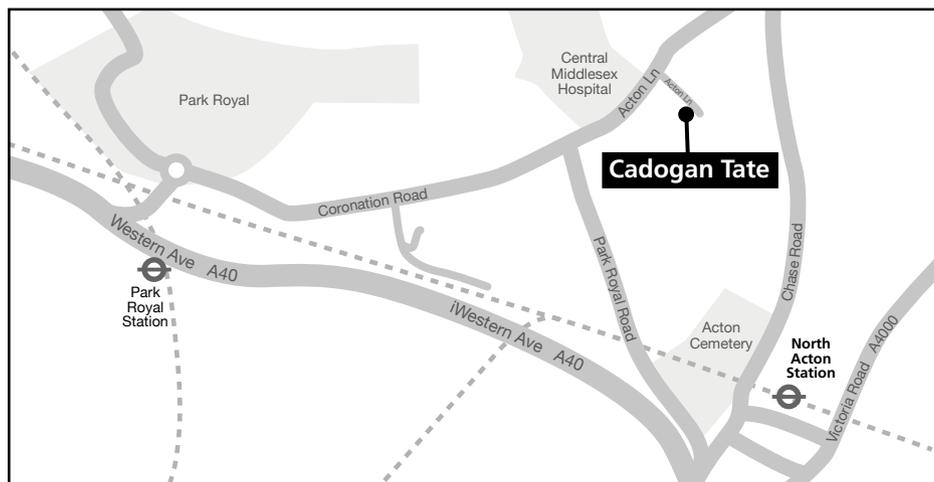
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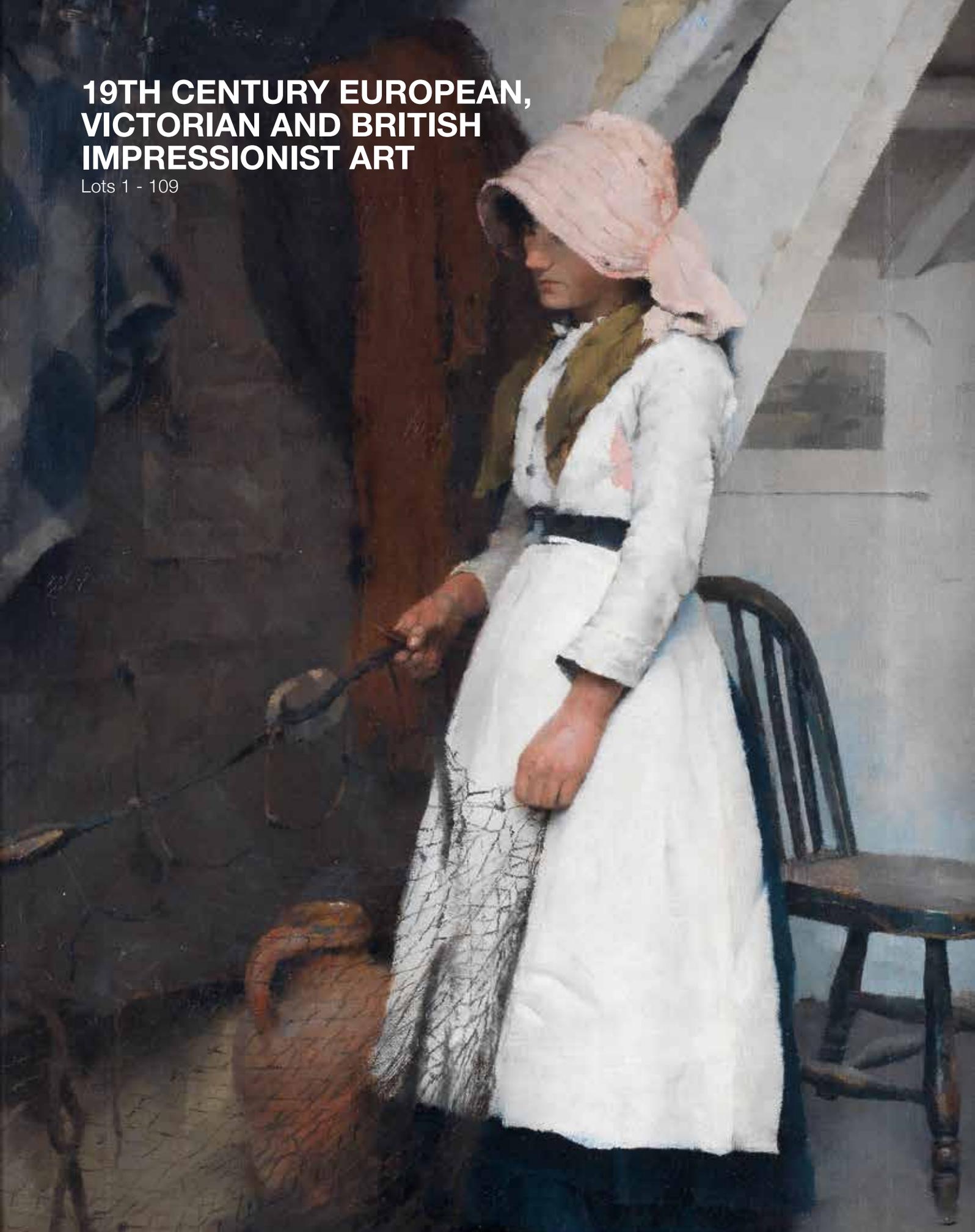
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**19TH CENTURY EUROPEAN,
VICTORIAN AND BRITISH
IMPRESSIONIST ART**

Lots 1 - 109





1 AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

City of light, Paris

signed 'EDOUARD CORTÈS' (lower right)

oil on canvas

33 x 45.5cm (13 x 17 15/16in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500



2 AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Boulevard Beaumarchais with the July Column in the distance
signed 'EDOUARD CORTÈS.' (lower left)

oil on canvas

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

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000



3 *

FERDINAND JOSEPH GUELDRY (FRENCH, 1858-1945)

The boat race
signed 'F Gueldry' (lower right)
oil on canvas
51.5 x 65cm (20 1/4 x 25 9/16in).

£8,000 - 12,000
US\$11,000 - 16,000
€9,500 - 14,000

Ferdinand Joseph Gueldry was born in Paris in 1858. He enrolled at the Ecole des Beaux Arts in 1876 at the age of 18 where he was a pupil of Jean-Léon Gérôme (1824-1904). He first exhibited at the salon two years later, and went on to win a silver medal at the Exposition Universelle in 1889, second class in 1890 and gold medal in 1900. The same year Gueldry was made Chevalier de la Légion d'Honneur and last exhibited at the Salon in 1933.

In his early career, Gueldry concentrated on depicting the lives of the factory workers and on images of the industrial revolution, as well as portraits, landscapes and battle scenes.

A founder of the Société Nautique de Marne at Joinville-le-Pont and a keen rower, he set up his studio in Bry-sur-Marne, in the eastern suburbs of Paris about eight miles from the city centre, where he painted numerous scenes of rowing and regattas during the 1880s and 1890s. The rowers depicted here in blue and white shirts are probably members of his club, shown in a tight race with several other crews, as the crowd rushes along the bank shouting encouragement and the various flags of the different teams flutter in the breeze.

By the end of the nineteenth century the passion for boating both for pleasure and sport had increased dramatically. Gueldry, an artist with a keen sense of line and an innate understanding of colour, was able to capture this unique period in Parisian history as the *bourgeoisie* enjoyed themselves on the banks of the Seine and the Marne.



4 *

FERDINAND JOSEPH GUELDRY (FRENCH, 1858-1945)

Crossing the river

signed 'J.F.Gueldry' (lower right)

oil on canvas

41 x 58cm (16 1/8 x 22 13/16in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500



5

PIETRO SCOPPETTA (ITALIAN, 1863-1920)

Drying the sails

signed 'P.Scoppetta' (lower left)

oil on canvas

30.5 x 55cm (12 x 21 5/8in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500

Provenance

with Galleria Sansone, Naples

Acquired directly from the above by the father of the present owner in 2011

Private collection, Italy



6

PASQUALE CELOMMI (ITALIAN, 1851-1928)

A good catch

signed 'PCelommi' (lower right)

oil on canvas

72.5 x 133cm (28 9/16 x 52 3/8in).

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000



7 *

HERMANN DAVID SALOMON CORRODI (ITALIAN, 1844-1905)

Greek Temple of Paestum near Salerno
signed and inscribed 'H. Corrodi. Roma' (lower right), inscribed with
title and artist's address in pencil on the stretcher
oil on canvas
86 x 165.5cm (33 7/8 x 65 3/16in).

£15,000 - 20,000

US\$20,000 - 26,000

€18,000 - 24,000

Provenance

Sale, Leonard Joel, 11 April 1984, lot 120
Purchased from the above sale
Private collection, Australia



8 *

HERMANN DAVID SALOMON CORRODI (ITALIAN, 1844-1905)

Torre Astura, Nettuno

signed and inscribed 'H. Corrodi. Roma' (lower left)

oil on canvas

125.5 x 233cm (49 7/16 x 91 3/4in).

£25,000 - 35,000

US\$33,000 - 46,000

€30,000 - 41,000

Provenance

Sale, Leonard Joel, 27 May 1981, lot 671

Purchased from the above sale

Private collection, Australia





9

PIERRE MONAMI (BELGIAN, 1814-1857)

The Roman forum with the Arch of Constantine, the Temple of Venus and Rome, and the Via Sacra leading to the Arch of Titus

signed, inscribed and dated 'P. monami./ Roma 1849' (lower right)
oil on canvas

40 x 59cm (15 3/4 x 23 1/4in).

£5,000 - 7,000

US\$6,600 - 9,200

€5,900 - 8,300



10 *

TH. JESSEN (DANISH, ACTIVE 1884)

Kristiansted, St. Croix after the eruption of Krakatoa
signed, inscribed and dated 'Th.Jessen St. Croix/ 1884' (lower right),
inscribed 'Th. Jessen: "Kristiansted", St. Croix gul Luft after Krakatoa
Udbreddet' on the stretcher
oil on canvas
27.5 x 44.5cm (10 13/16 x 17 1/2in).

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

The artist of the present lot is believed to be Niels Christian Theodor Jessen who was a Danish artist recorded as being on the Danish colony now known as the US Virgin Islands in the 1880s. Another of his works is in the collection of the Danish National Museum depicting the sugarworks at Estate Golden Rock, with a similar viewpoint as this picture. This other painting, the only other known work by him, was owned by Gunnar Aage Hagemann (1877-1971) who donated it to the National Danish Museum in 1966.

The Hagemann family owned several sugarcane plantations along the Frederiksted coastline on St. Croix between 1897 and 1922. The slightly yellow colouring in the sky is due to the atmospheric effects caused by the eruption of Krakatoa in August 1883. It is unique in its depiction of the Danish colony in this period and offers a fascinating glimpse of the history of these most beautiful islands.



11
GIUSEPPE PALIZZI (ITALIAN, 1812-1888)
Tending the herd
signed 'Palizzi' (lower left)
oil on canvas
47.5 x 86.5cm (18 11/16 x 34 1/16in).

£7,000 - 10,000
US\$9,200 - 13,000
€8,300 - 12,000



12

RUBENS SANTORO (ITALIAN, 1859-1942)

Palazzo Donn Anna, Bay of Naples

signed and dated 'Rubens Santoro 78' (lower right)

oil on canvas

44.5 x 84.5cm (17 1/2 x 33 1/4in).

£18,000 - 25,000

US\$24,000 - 33,000

€21,000 - 30,000



13

WILLIAM FRASER GARDEN (BRITISH, 1856-1921)

Trees in winter

signed 'W.F.GARDEN' (lower centre)

watercolour

26.5 x 38cm (10 7/16 x 14 15/16in).

£2,500 - 3,500

US\$3,300 - 4,600

€3,000 - 4,100



14

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Capel Curig

signed and dated 'S R Percy./1873' (lower right)

oil on canvas

61.5 x 101.5cm (24 3/16 x 39 15/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000

Provenance

with Cooling Galleries, London, 1959

Private collection, UK

Sale, Bonhams London, 19 November 2002, lot 127

with Oakham Gallery, London

Private collection, UK

PROPERTY OF A LADY OF TITLE LOTS 15 & 16

15

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

Grooms and horses in a stable yard
signed and dated 'J.F.Herring.Senr. 1849.' (on balustrade centre left)
oil on canvas
71.5 x 94.5cm (28 1/8 x 37 3/16in).

£40,000 - 60,000

US\$53,000 - 79,000

€47,000 - 71,000

Provenance

Captain C G Reid-Walker T.D., J.P.
with Arthur Ackermann & Son Ltd., London
Sold to J G Faber Esq., Glatton Hall, Huntingdonshire for £375
with Richard Green Fine Paintings, London, 1969
Private collection, UK

Exhibited

Arthur Ackermann & Son Ltd., *Annual Exhibition of Sporting Paintings*,
1959, catalogue no.1



16

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

Nautilus; The Ameer, an Arabian

a pair, the former signed and dated 'J.F.Herring. Sen'./42' (lower right),
the latter signed and dated 'J.F.Herring. Sen'./1842' (lower right) and
inscribed 'The Ameer./An Arabian' (lower left)

oil on panel

each 36.5 x 47cm (14 3/8 x 18 1/2in).

(2)

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

with Richard Green Fine Paintings, London

Private collection, UK





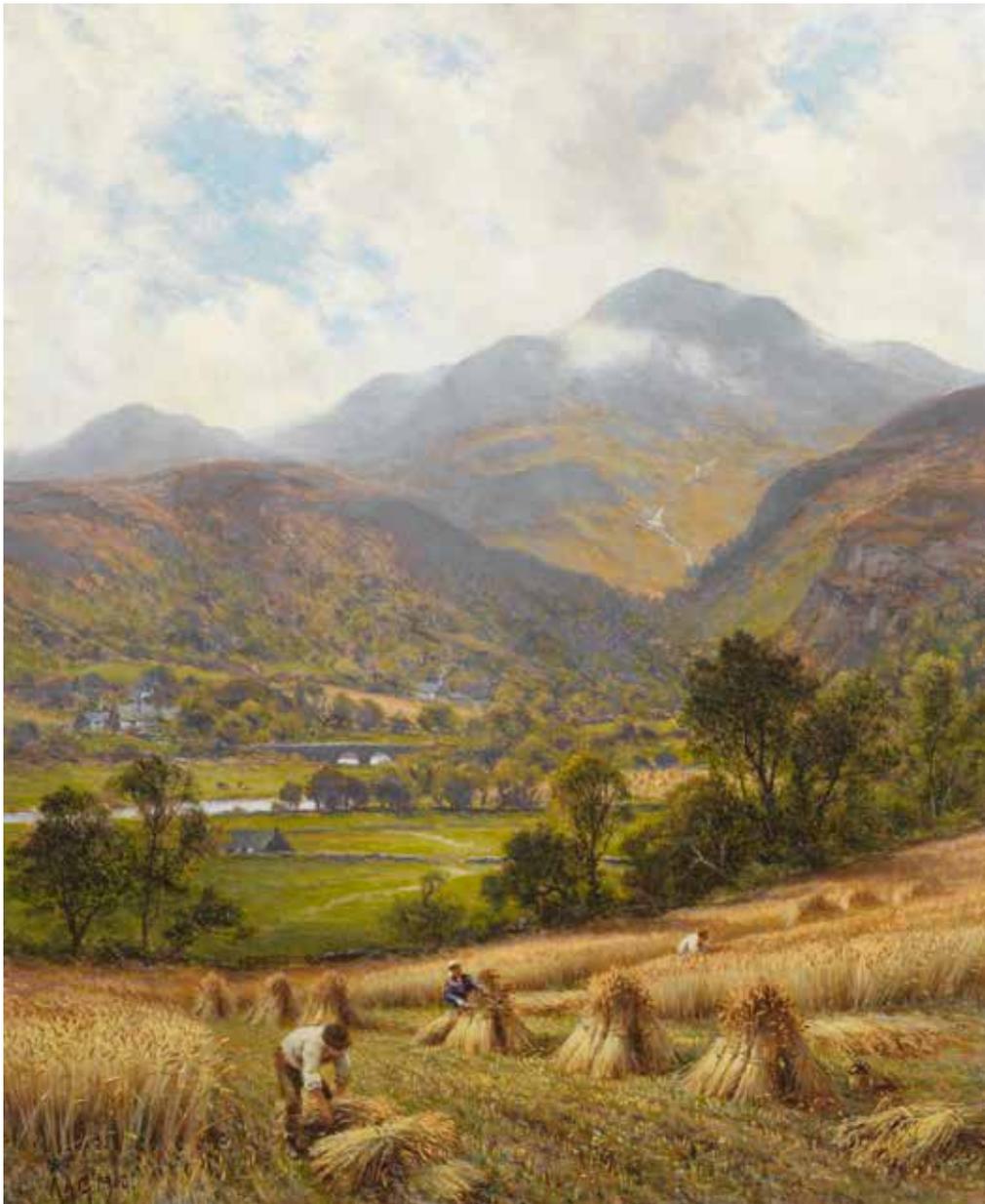
OTHER PROPERTIES

17
THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)
Cattle resting on a hillside
signed and dated 'T Sidney. Cooper/1872.' (lower right)
oil on canvas
61.5 x 92cm (24 3/16 x 36 1/4in).

£7,000 - 10,000
US\$9,200 - 13,000
€8,300 - 12,000

Provenance
with Fine Art of Oakham Ltd., London
Sale, Christie's London, 9 February 1990, lot 238
with Rowles Fine Art
Sale, Sotheby's London, 27 March 1996, lot 61
Private collection, UK

Literature
Kenneth Westwood, *Thomas Sidney Cooper His Life and Work*, Ilminster,
David Leathers Publishing, 2011, vol. I, p.368, illustrated vol. II, pl.227



18 *

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

Snowdon, North Wales

signed with initials and dated '1900.' (lower left)

oil on canvas

64 x 54cm (25 3/16 x 21 1/4in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500

Provenance

Private collection, Canada



19

**CHARLES SILLEM LIDDERDALE, RBA
(BRITISH, 1831-1895)**

Returning Home

signed with monogram and dated '81' (lower left)

oil on canvas

107 x 85.5cm (42 1/8 x 33 11/16in).

£5,000 - 7,000

US\$6,600 - 9,200

€5,900 - 8,300

Provenance

Sale, Sotheby's London, 2 December 2002, lot 13

Sale, Sotheby's London, 12 June 2003, lot 253

Private collection, UK



20

JOHN BURR, RBA, ROI, ARWS (SCOTTISH, 1831-1893)

A game of cricket
signed 'A Burr' (lower left)
oil on canvas
44 x 65cm (17 5/16 x 25 9/16in).

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000

Provenance

with The Fine Art Society, London, September 1977
Sale, Phillips London, 18 September 1978, lot 144, sold for £7,500
Private collection, UK

John Burr began his artistic career at the age of fourteen painting portraits of the gentry. He enrolled at the Trustees' Academy in Edinburgh and along with his younger brother, Alexander Hohenlohe Burr (1835-1899), built a reputation as two of Scotland's leading artists. They stayed in Edinburgh until 1861 when both brothers moved to London. John first exhibited at The Royal Academy the following year. Both brothers would go on to enjoy prosperous careers, with John perfecting the humorous genre picture so redolent of the high Victorian period. This painting shows his natural feeling for genre pictures, and is also an amusing insight into the amateur roots of the game of cricket.



21

AUGUSTUS LEOPOLD EGG (BRITISH, 1816-1863)

Scene from *Taming of the Shrew*
 signed and dated 'Aug' Egg. 1860.' (lower left)
 oil on canvas
 68.5 x 117cm (26 15/16 x 46 1/16in).

£5,000 - 7,000
 US\$6,600 - 9,200
 €5,900 - 8,300

Provenance

with Thomas Agnew & Sons, Manchester
 Private collection, UK

Exhibited

London, Royal Academy, 1860, no.275
 Manchester, *Royal Jubilee Exhibition*, 1887

The present lot depicts a scene from Act IV, Scene I of Shakespeare's *Taming of the Shrew*, where Petruchio reacts in disgust at the burned meat presented to him by his servants:

Petruchio: What's this? Mutton?
 First Servant: Ay
 Petruchio: Who brought it?
 Peter: I
 Petruchio: 'Tis burnt; and so is all the meat
 What dogs are these! Where is the rascal cook?
 How durst you, villains, bring it from the dresser,
 And serve it thus to me that love it not?
 Theretake it to you, trenchers, cups, and all;
 [Throws the meat, & c. about the stage]

Egg exhibited a number of works at the Royal Academy based on Shakespeare's plays.



22

JOHN HENRY FREDERICK BACON (BRITISH, 1868-1914)

Never more to hear that silent voice, Her smile to meet no more signed and dated 'John. H. Bacon./1889.'(lower right)
oil on canvas
66 x 96cm (26 x 37 13/16in).

£4,000 - 6,000
US\$5,300 - 7,900
€4,700 - 7,100

Exhibited

London, Royal Academy, 1889, no.563

Never more to hear that silent voice, Her smile to meet no more is the picture that Bacon himself described as 'my first success...which was painted when I was 23'. It was his first submission to the Royal Academy and is a fine example of the British social realism that had started in the 1870s when artists such as Luke Fildes (1843-1927) and Frank Holl (1845-1888) caused a sensation with their depiction of the harsh realities of contemporary life. The present lot was painted in 1889 when the move towards the portrayal of both the rural and urban poor was well established, some of it following the French example of Bastien-Lepage, and some of it keeping a stronger connection with the British narrative tradition. Bacon sits more in the latter camp and the present lot has a clear storyline which he is careful to cultivate, with the soldier's uniform and his reaction to the letter providing visual clues to the story behind the picture. Bacon was first noticed for his black and white illustrations as a teenager so it is no surprise the narrative element was always strong in his work.

'The idea which I sought to embody in that canvas was that of a young soldier who had left his home as a boy, and on returning to his native village went into a wayside tavern where two navvies, one of whom had known him in his early days, were sitting' (from an interview with Bacon, *Otago Witness*, issue 2887, 21 July 1909, p.82). It shows a soldier reading a letter finding out the news his long lost love is dead.

This was a popular theme at the time with Frank Bramley's *A Hopeless Dawn* being painted the preceding year and gaining great recognition at the Summer Exhibition.

Later in his career Bacon would go on to become a great recorder of the higher echelons of Edwardian society and also of the patriotic and leisurely bourgeois subjects beloved of that age. In contrast this painting shows an empathy with the common man which was a theme that preoccupied the early careers of many of his contemporaries. Many of these artists who started out as social realists were 'drawn inexorably down the primrose path to fashionable portrait painting' in the words of Christopher Wood, and are now more celebrated for their uncompromising early work. Bacon is indicative of this wider trend, this is perhaps more understandable if seen in the context of his family life with a large household and seven children to support.

Despite the shift in emphasis of his subject matter, one constant throughout Bacon's career was the incredible technical accomplishment, already evident in the present lot, painted at the age of 23. The arrangement of the figures, the strong lighting and subtle palette heightened by the strong line of vermilion red down the soldier's trousers all speak of an artist who was in full control of his skills and had already mastered his technique. The models he used were not professional models but real people who agreed to sit for him, the soldier actually having served in the Zulu wars. He has not painted them as types, but as honest individuals whose expressions and pose give them a dignity and a sense of drama well suited to the subject. It is a painting that gives an insight into Bacon's early ambitions as an artist and his place within a group of artists who sought to reject sentimentality in their honest depictions of the hard lives of ordinary citizens. A visual equivalent to the more developed literary realism embodied in the work of George Eliot and other great writers of the Victorian era.



23

ISAAC ISRAELS (DUTCH, 1865-1934)

Study of the Munttoren, Amsterdam

signed 'Isaac Israels' (lower right)

pencil

34.5 x 25cm (13 9/16 x 9 13/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,500 - 5,900

During 1918, Israels produced a series of views of the Munttoren, a tower which stands on Muntplein square, where the Amstel river and the Singel canal meet. These works were painted from a position on the top floor of the Hotel de l'Europe. One of the finished oils of this subject was sold at Christie's Amsterdam, 13-14 May, 2014, lot 261.



24 ^{AR}

BERNARD POTHAST (DUTCH, 1882-1966)

Motherhood

signed 'B Pothast.' (lower right)

oil on canvas

101 x 80.5cm (39 3/4 x 31 11/16in).

£5,000 - 8,000

US\$6,600 - 11,000

€5,900 - 9,500



25

WILLEM KOEKKOEK (DUTCH, 1839-1895)

Dutch street scene with figures
signed 'W. Koekkoek' (lower right)

oil on canvas

52.1 x 69.3cm (20 1/2 x 27 5/16in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500

Provenance

Sale, Christie's London, 17 June 2004, lot 2

Private Collection, UK

26 *

ALFRED WIERUSZ-KOWALSKI (POLISH, 1849-1915)

Looking for Bears (*Wyprawa na Niedźwiedzia*)
signed A.Weirusz-Kowalski' (lower left)
oil on canvas
102 x 73cm (40 3/16 x 28 3/4in).

£40,000 - 60,000
US\$53,000 - 79,000
€47,000 - 71,000

Provenance

with McClees Galleries, Ardmore, Pennsylvania
Dr. Samuel Ewing 3rd, thence by descent
Private collection, USA

Literature

E. Ptaszyńska, *Alfred Wierusz-Kowalski, 1849-1915*, p.113 (illustrated woodblock engraving of the present lot)

The present lot is one of three related compositions by the artist; as Eliza Ptaszyńska notes, 'Alfred Wierusz-Kowalski liked to repeat the works that were popular among art-lovers. Creating other versions, he changed the format, the size of canvas, the details of presented theme.' The Stelelijk Museum in Amsterdam has a similar composition, dated 1880, and reproduced in several publications.

The current painting, however, is by far the most accomplished version; as Ptaszyńska states: 'The painting is very beautiful. It is one of the best, the most excellent works of Alfred Wierusz-Kowalski. I am familiar with it thanks to woodcut reproduction which came to light in the XIX century magazine *Biesiada Literacka*, 1889, issue 39, with title *Wyprawa na niedźwiedzia*, and then again in *Tygodnik Ilustrowany*, 1889, issue 331, p.279, titled *Powrót Hucutów z polowania na niedźwiedzie* and a note: 'drawing from the painting of Alfred Wierusz-Kowalski'.'

We are grateful to Eliza Ptaszyńska for confirming the attribution to Alfred Wierusz-Kowalski, and for her assistance in cataloguing this lot.



Alfred Wierusz-Kowalski





27^{AR}

VIDA GÁBOR (HUNGARIAN, 1937-1999)

The antique shop
signed 'VIDA GÁBOR' (lower right)
oil on panel
40 x 50cm (15 3/4 x 19 11/16in).

£10,000 - 15,000
US\$13,000 - 20,000
€12,000 - 18,000

Vida Gabor's paintings provide a view into a world that disappeared during the course of the twentieth century. His touching and often humorous depictions of his native Budapest, with its ageing citizens often in crowded shops or studios surrounded by precious objects, combine a sense of humour and nostalgia that is perfectly matched by his self-taught technique more akin to the nineteenth century than the late twentieth.

Gabor was from a well educated background, his mother was an opera singer and his father an architect. He was a child prodigy at the flute and was classically trained at the Ferenc Liszt Music Academy under Ferenc Hochstrasser. He would go on to become a Professor and flute soloist in the Budapest Philharmonic Orchestra. In 1961 he left his professorship and started a goldsmith apprenticeship, following his passion of drawing, sculpture and antique restoration. Many of his subjects are drawn from these worlds.

Gabor's paintings look back at an 'Old Europe' with its cultural heritage littered around dimly lit interiors. The figures are caricatures, colourful light-hearted characters in the nineteenth century genre tradition. It could be interpreted as a form of escape from the harsh realities of Communist Hungary. His paintings are a fiction, with no reference to anything that threatens the happy illusion based in Budapest's proud past.

The support and medium of the present lot are typical of Gabor, who is well known for preparing a perfectly smooth ground before applying his thinned medium. The result being no evidence of the brush is left in the paint, and a smooth enamel like effect is achieved.



28 *

GEORGES CROEGAERT (BELGIAN, 1848-1923)

The Connoisseur

signed and inscribed 'GEORGES CROEGAERT. PARIS' (lower left)
oil on panel

26 x 21cm (10 1/4 x 8 1/4in).

£4,000 - 6,000

US\$5,300 - 7,900

€4,700 - 7,100

29

CHARLES-FRANÇOIS DAUBIGNY (FRENCH, 1817-1878)

Bord de mer à Villerville

stamped 'Vente Daubigny' (lower right)

oil on canvas

50 x 79.5cm (19 11/16 x 31 5/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000

Provenance

Sale, Hôtel Drouot, Paris, *Vente Daubigny*, 6 May 1878

Private collection, France

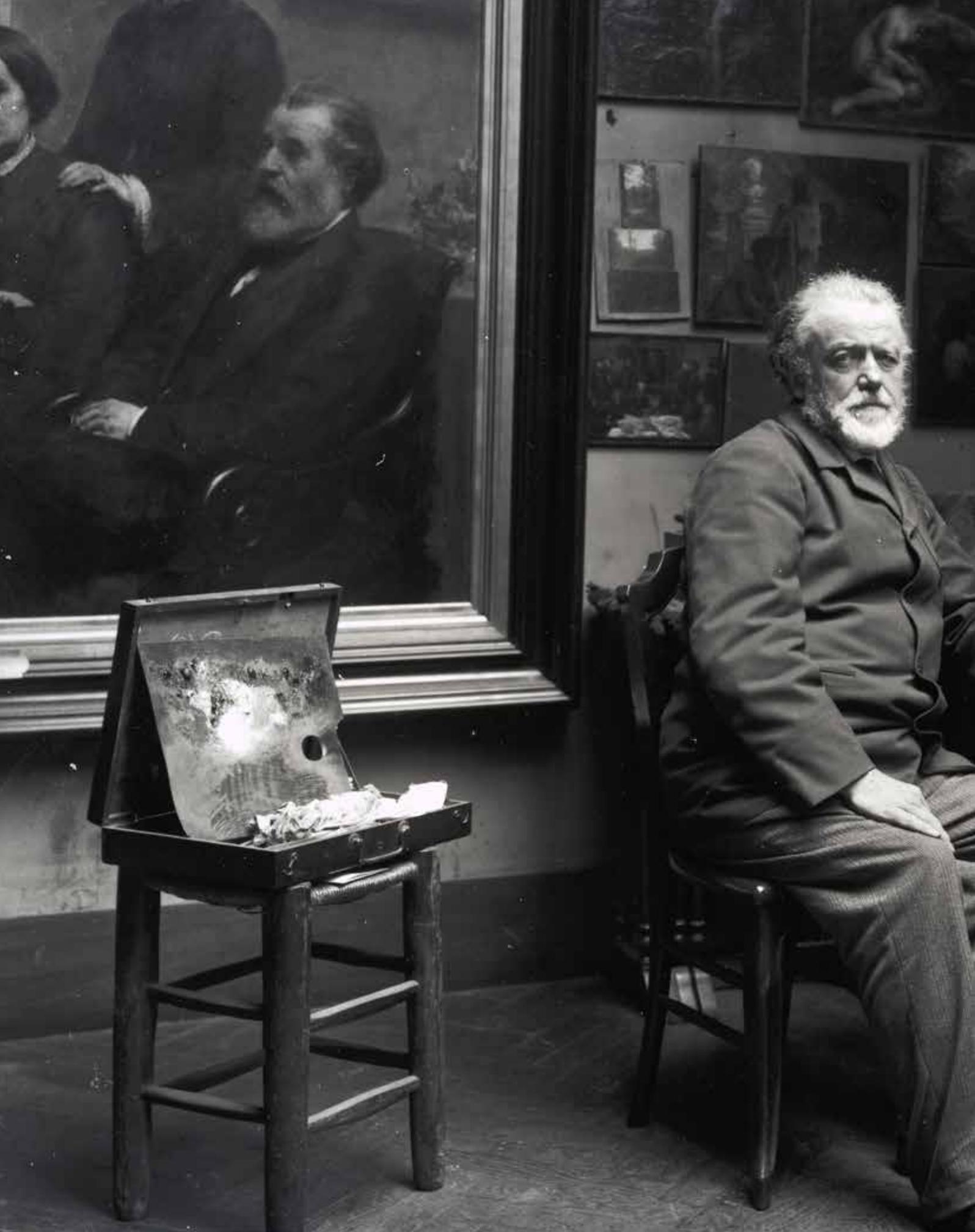
with Stoppenbach & Delestre Ltd., London, 1999

Private collection, UK

To be included in the supplement to the catalogue raisonné by Robert Hellebranth.

Painted circa 1875.







Henri Fantin-Latour (1836-1904) (b/w photo), Dornac (Paul Francois Arnold Cardon) (1859-1941)
© Archives Larousse, Paris, France / Bridgeman Images

30

HENRI FANTIN-LATOURE (FRENCH, 1836-1904)

Roses

signed and dated 'Fantin - 89' (lower left)

oil on canvas

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

£200,000 - 300,000

US\$260,000 - 390,000

€240,000 - 350,000

Provenance

Sir Harry Veitch (1840-1924)

Royal Albert Memorial Museum, Exeter (bequeathed by the above in 1924)

Sale, Christie's London, 22 October 1954, lot 63

with The Fine Art Society Ltd., London

Private collection, UK

Exhibited

London, Royal Academy, 1890, no.651

Exeter, Royal Albert Memorial Museum, 1924, no.62

Literature

Mme. Fantin-Latour, *Catalogue de l'oeuvre complet de Fantin-Latour, 1849-1904*, Paris, 1911, p.145, no.1376

E. Hardouin-Fugier and E. Grafe, *French flower painters of the 19th Century: A dictionary*, Ghent, 1989, p.198, listed as 1,376, roses dans une bassine



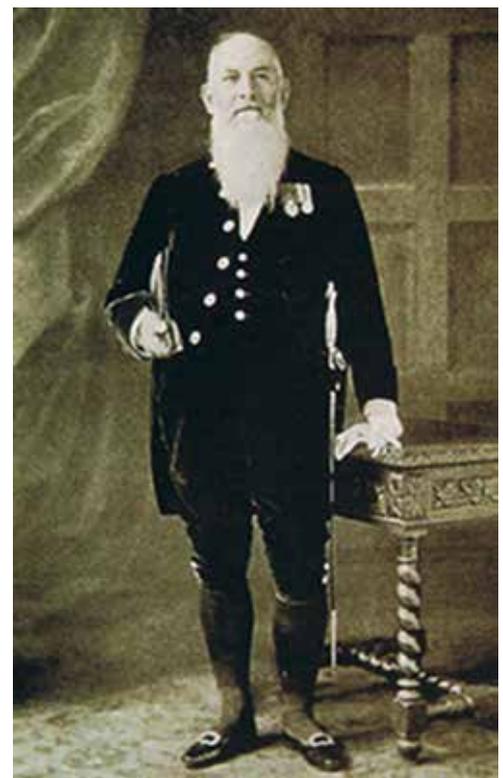
While Fantin-Latour's portraits and Symbolist works cemented his reputation in his native France, it was in England that his flower paintings found huge popularity. Described as 'the 19th century French flower painter *par excellence*'¹, Fantin-Latour made his first visit to England in 1859, where he frequently stayed with his friends and patrons Ruth and Edwin Edwards in Sunbury. He exhibited prolifically at the Royal Academy Summer exhibitions, where he showed 81 works between 1862 and 1900, the vast majority of which were flower studies. He also exhibited flower pieces at the RSBA. Another important patron was James McNeill Whistler (1834-1903), whom Fantin-Latour met in 1858; through Whistler, he was introduced to British collectors such as Constantine Alexander Ionides, who purchased several works from the artist (now in the collection of the Victoria and Albert Museum, London).

It seems entirely appropriate that a work of such a 'doctrinaire naturalist'², would end up in the collection of the pre-eminent horticulturalist of the 19th Century, Sir Harry James Veitch. Born in Exeter, Veitch was instrumental in establishing the Chelsea Flower Show and became the first horticulturist to be given a knighthood. Veitch amassed a large collection of 19th Century art and objects, which was bequeathed to the Royal Albert Memorial Museum in Exeter on his death in 1924.

Fantin-Latour's flower pieces are thought to comprise some 500 works, and are represented in many major art collections and galleries throughout the world.

¹E. Hardouin-Fugier and E. Grafe, *French flower painters of the 19th Century: A dictionary*, Ghent, 1989, p.194

²E. Lucie-Smith, *Fantin-Latour*, Edinburgh, 1977, p.11



Sir Harry Veitch (1840-1924)





31 AR

EMMA HERLAND (FRENCH, 1856-1947)

Sur la place à Concarneau
signed 'E Herland' (lower right)

oil on canvas
109.5 x 132cm (43 1/8 x 51 15/16in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500

Provenance

Private collection, UK

Exhibited

Paris, Salon, 1907, no.792, illustrated in black and white, p.140

Emma Herland was born in Cherbourg in 1855 to a large bourgeois family. The family moved to Brittany as a result of her father's job as a pharmacist in the Navy. Herland's parents encouraged her desire to pursue a career as an artist, having already shown great talent in her early portraits of her sister, Louise. She began her formal training under Alexandre Fischer, and later under Benjamin-Constant and Jules Lefebvre, developing a classically academic style of painting.

In 1885, Herland moved to Concarneau, a place which was to be a great source of inspiration for her work. The slow-paced seaside town was the ideal setting for Herland to capture the happy simplicity of Breton family life, with the majority of her works depicting female subjects, often in domestic settings and wearing traditional Breton dress. The present lot is an excellent example of Herland's work, a bustling sunny market scene with Breton women in typical white starched collars and bonnets buying and selling local wares. Herland's keen interest in ceramics is also evident in the finely painted piles of crockery glimmering in the sunshine.

Herland rejected the avant-garde art movements of the early 20th Century, remaining true to her own realist figurative style. She exhibited widely in France, and at the Paris Salon from 1879 to 1920, where she was awarded an honourable mention in 1901. She dedicated her life to her career as an artist, remaining unmarried and living modestly, until her death in 1947.

A largely forgotten artist, the Musée Pont-Aven held a retrospective in 2009, *Emma Herland: Femme artiste en Bretagne*. The exhibition brought together eighty-three works from both public and private collections, including an oil study for the present lot.



32

JULES ALEXIS MUENIER (FRENCH, 1863-1942)

A la pêche

signed and dated 'J. A. Muenier'/1912' (lower left)

oil on canvas

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

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000

Provenance

Private collection, France

Like many of his generation, Jules Alexis Muenier's work owes a great debt to the father of Rural Naturalism, Jules Bastien-Lepage (1848-1884). Muenier was born in Vesoul, in Eastern France, where he lived for most of his life, painting the rural landscape and the local villagers. He studied at the École des Beaux-Arts under Jean-Léon Gérôme (1824-1904) where his great friend Pascal-Adolphe-Jean Dagnan-Bouveret (1852-1929) also studied.

Muenier embraced photography, using his glass-plate negatives as studies from which he constructed his completed oils, as other artists might use preparatory sketches. By the late 1880s he had constructed a glass studio on his property, which was Gérôme's former mansion in the village of Coulevon.

Muenier's first Paris Salon exhibit *Le Bréviaire* (1887) was met with great critical acclaim, as was his 1891 work *The Catechism Lesson*, a great example of Naturalist painting, which was purchased by the French government. Muenier received the *Chevalier de la Légion d'honneur* in 1895 and a Gold medal at the *Exposition Universelle* of 1900.

As with *Checking the pots* (sold Bonhams London 25 June 2014, lot 93), the present lot was most likely painted on Le Durgeon, a river that runs through Coulevon.

We are grateful to Dr. Gabriel P. Weisberg for confirming the attribution to Jules Alexis Muenier on the basis of photographs.



33

HENRY CAMPOTOSTO (BELGIAN, 1833-1910)

Gathering flowers

signed and dated 'Campotosto/1863' (lower right)

oil on panel

87.5 x 69.5cm (34 7/16 x 27 3/8in).

£7,000 - 10,000

US\$9,200 - 13,000

€8,300 - 12,000

Provenance

James Staats Forbes Esq. (1823-1904), renowned British railway engineer and art collector

Sale, E. A. Fleischmann Hof-Kunsthandlung, Munich, 20 March 1906, *Collection Forbes*, as *Im Sommer*, lot 52, illustrated in black and white, plate no.22

Marjorie Boland (1911-1995), international couturier based in Grafton Street, Dublin

Purchased by the family of present owner in 1975

Private collection, Ireland



34

JULES CYRILLE CAVÉ (FRENCH, 1859-1940)

Portrait of a girl with cherry blossom

signed '-J. CAVÉ-' (lower right)

oil on canvas

135 x 97cm (53 1/8 x 38 3/16in).

oval

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

Private collection, UK

Born in Paris, Jules Cavé began his artistic training at the Académie Julian in 1877, where he was taught by William-Adolphe Bouguereau (1825-1905) and Tony Robert-Fleury (1837-1911). Cavé became a close friend of Bouguereau, and started attending his studio while finishing his studies at the Académie.

Cavé's first submission to the Paris Salon was in 1885, and he continued to exhibit regularly until 1939. The present lot is a typical example of the artist's later works, showing an elegant female figure in harmonious surroundings.



35 *

CHARLES CHAPLIN (FRENCH, 1825-1891)

The string of pearls
signed 'Ch.Chaplin' (lower right)
oil on canvas
156 x 90cm (61 7/16 x 35 7/16in).

£25,000 - 35,000

US\$33,000 - 46,000

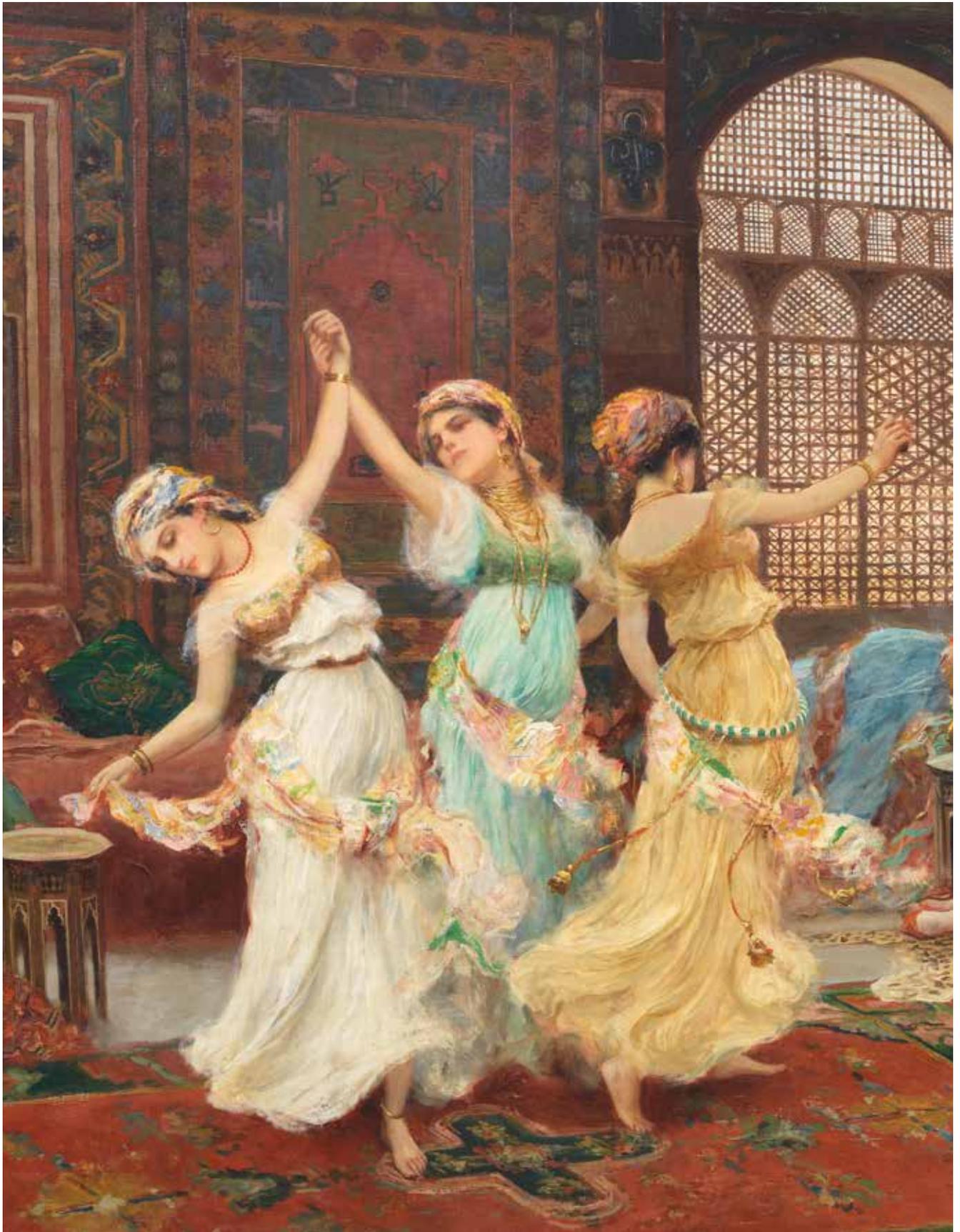
€30,000 - 41,000

Provenance

The Jockey Club, São Paulo
Private collection

Literature

Jockey Club de São Paulo, 1875-1985, *Catálogo Geral de Seu Patrimônio Artístico*, 1985





36 * AR

FABIO FABBI (ITALIAN, 1861-1946)

In the harem
signed 'F. Fabbi' (lower left)
oil on canvas
90.5 x 141cm (35 5/8 x 55 1/2in).

£100,000 - 150,000
US\$130,000 - 200,000
€120,000 - 180,000

Provenance

Private collection, Australia, since 1941

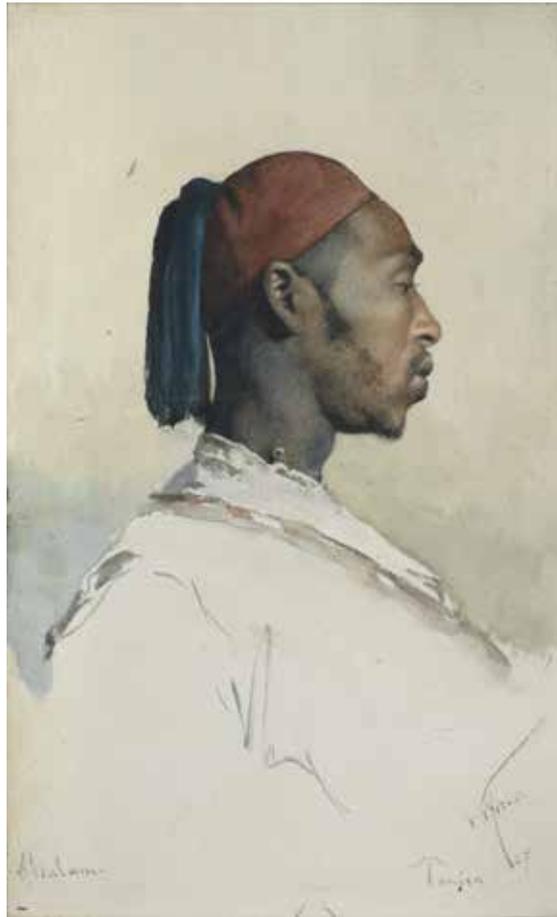
The present lot is an excellent example of Fabio Fabbi's painting, combining the rich colour and detail of the interior with the sensuality of the exotic dancers. Harems, terraces and bazaars form the backdrop to many of the artist's most successful works.

Fabbi was born in Bologna, Italy in 1861. As a young man, he enrolled at the Accademia Di Belle Arti in Florence and studied sculpture and painting in the 1880s, winning prizes in both categories. After his studies, he travelled to Paris, Munich, and Egypt, which was the inspiration for his Orientalist subjects.

Upon his return to Italy, he dedicated himself solely to painting and was honoured with the distinction of professorship at the Accademia.

Fabbi's depictions of odalisques and bazaars which were well-received by the public, and his output was prolific. From 1884 onward, Fabbi regularly contributed to exhibitions in Turin, Milan and Florence.





37

SANTIAGO ARCOS Y MEGALDE (CHILEAN, 1865-1912)

Absalam
signed, inscribed and dated 'S.Arcos/87/Tanjer.' (lower right), also
inscribed 'Absalam' (lower left)
watercolour
31 x 19cm (12 3/16 x 7 1/2in).

£6,000 - 8,000
US\$7,900 - 11,000
€7,100 - 9,500

The Chilean painter, watercolourist and illustrator Santiago Arcos y Megalde was one of the leading figures of the Spanish School in Paris during the second half of the 19th century.

Arcos's training and professional career was divided between Madrid and Paris. He was a pupil of Leon Bonnat (1833-1922) and was awarded scholarships in both London and Florence. He successfully exhibited in the Exhibition Nationale de Beaux-Arts and the Paris Salon, and cultivated the friendship of artists such as Raimundo de Madrazo y Garreta (1841-1920), Joseph Saint-Germier (1860-1925) and Madeleine Lemaire (1845-1928). His patrons were as diverse as members of the Parisian aristocracy, North American collectors, and even Queen Elisabeth II of Spain.

Arcos showed remarkable versatility. An accomplished painter, draughtsman and watercolourist, he also produced set designs, illustrations and even costume designs. As a painter, his style shows a naturalistic realism characterized by loose brushwork using glazes and a subtle use of colour.

His choice of subject matter was wide ranging - he produced religious, mythological and historical paintings, as well as landscapes on small panels. These studies, produced *en plein air* show a luminosity suggesting the influence of Corot and the Barbizon School. The majority of his work however was portraiture and *costumbrismo*, the pictorial interpretation of local everyday life, mannerisms, and customs. Within this genre Arcos produced Andalusian and Basque scenes as well as *casacas*, tender depictions of old age. His portraiture was more akin to the work of Federico de Madrazo (1815-1894). The sitters were often drawn from Parisian high society, and their costumes and jewellery were rendered in extraordinary detail.

Arcos's North African Orientalist paintings fall somewhere between the portraits and *costumbrismo*. In 1887, he travelled to Tangier, probably under the influence of the Catalan painter Josep Tapiró i Baró (1836-1913) who lived in Tangier and with whose work one can see distinct similarities. Consequently, the luminosity in his paintings became more intense. These Orientalist subjects and Moroccan scenes proved very popular and the artist enjoyed both public and critical acclaim. He won awards at the Paris Salon and the *Exposition du Cercle Artistique et Littéraire* in 1888, and his work was singled out by the critic F. Bounard: '*M. Santiago Arcos va de progrès en progrès. Ses types d'Arabes, d'Orientaux, sont saisis sur le vif. Toutes mes félicitations à cet artiste*' (*Le Feu Follet*, 1888, p.419).

Arcos was fascinated by the bazaars and street musicians in Tangier, and he sought to capture these everyday scenes with a brightness of palette hitherto unknown in his work. His studies of Orientalist figures, whether in profile or half-length are often shown against a neutral background so the interest is focused entirely on the character depicted. The present lot is a striking example of one of these studies and the artist's ability to capture the character of the sitter.

We are grateful to José Javier Azanza López for his assistance in cataloguing this lot.



38

VINCENZO MIGLIARO (ITALIAN, 1858-1938)

Pacha: study of a Tiger

signed 'Migliaro' (lower right) and with incised inscription 'PACHA'
(lower left)

oil on panel

19.5 x 29cm (7 11/16 x 11 7/16in).

£2,000 - 3,000

US\$2,600 - 3,900

€2,400 - 3,500



39^{AR}

PAUL JOANOVITCH (AUSTRIAN, 1859-1957)

The falconer
signed 'P. Joanovitch' (lower left)
watercolour
60 x 40cm (23 5/8 x 15 3/4in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500

Paul Joanovitch (Paja Jovanovic) was born in Vršac, (then part of the Austrian Empire, now modern day Serbia) in June 1859. Aged 15, he enrolled at the Academy of Fine Arts in Vienna under the tutelage of Christian Griepenkerl (1839-1912). It was there that Joanovitch also studied with Leopold Carl Müller (1834-1892).

Initially Joanovitch concentrated on depicting the life and customs of the indigenous people of the Balkans and in 1882 he was awarded the first prize at the academy and an Imperial scholarship for his series of paintings *The Wounded Montenegrin*.

In 1893 Joanovitch signed a contract with The French Gallery in London to produce a series of works depicting Balkan life; he was also elected a member of the Serbian Academy in the same year, but continued to travel extensively throughout the Caucasus, Greece, Egypt, Turkey, Italy and Spain.

By the early 1900s he turned almost exclusively to painting portraits enjoying considerable success with wealthy Viennese patrons. He remained in Vienna for the vast majority of the rest of his working life and died in 1957.

We are grateful to Petar Petrovic of the National Museum, Belgrade for his assistance in cataloguing this lot.



40

ALEXANDER MANN (BRITISH, 1853-1908)

Desert travellers

signed, inscribed and dated 'Alex' Mann./Tangier. 1891.' (lower right)

oil on canvas

53.5 x 86.5cm (21 1/16 x 34 1/16in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,500 - 5,900

41

RAPHAEL VON AMBROS (AUSTRIAN, 1855-1895)

A street vendor

signed, inscribed and dated 'R Ambros. Paris. 89.' (lower right)

oil on board

38.5 x 47cm (15 3/16 x 18 1/2in).

£40,000 - 60,000

US\$53,000 - 79,000

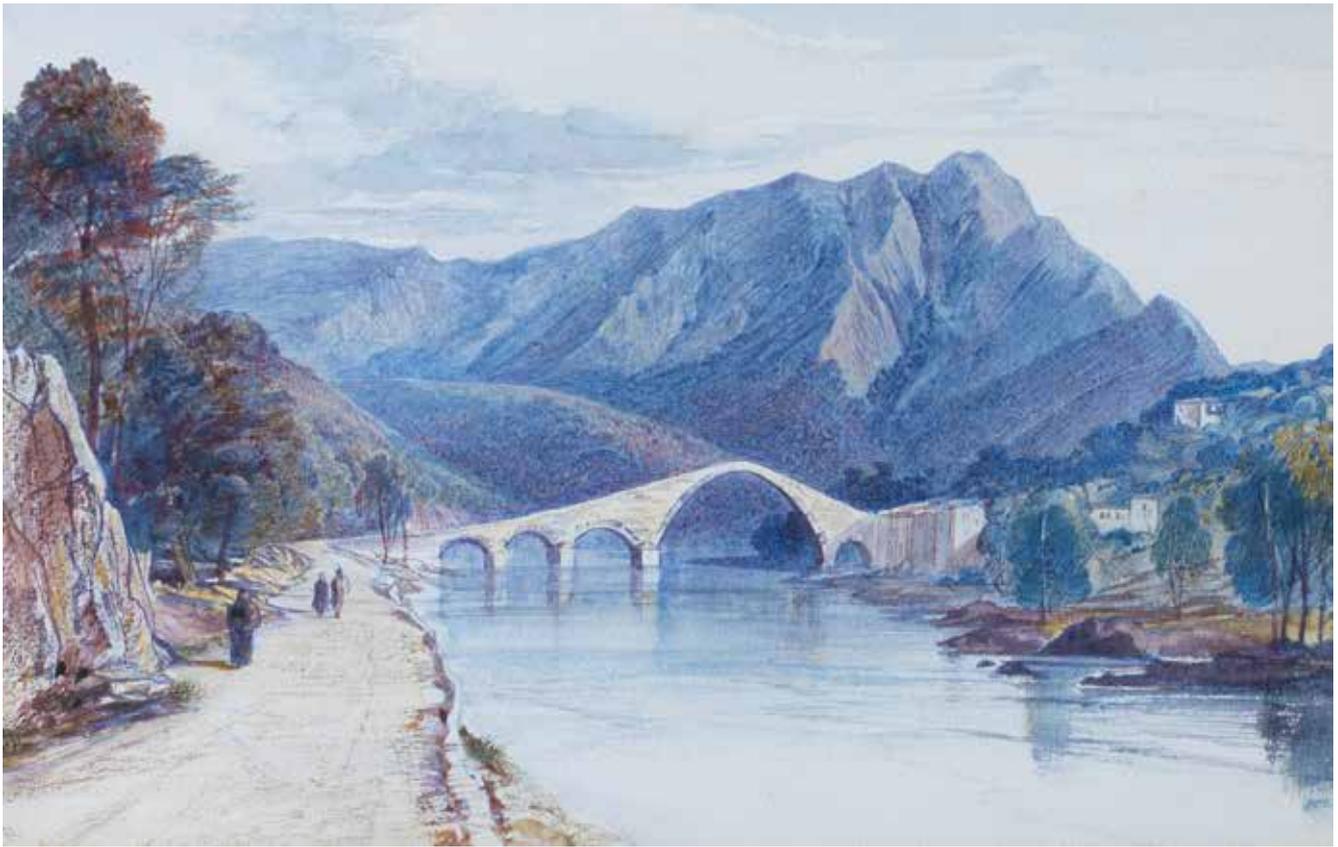
€47,000 - 71,000

Provenance

Private collection, UK

Born in Prague, Raphael von Ambros was a pupil of Hans Makart (1840-1884) at the famous Vienna Academy, where he would have studied alongside an extraordinary generation of Orientalist painters such as Jean Discart (French, 1856-1944), Ludwig Deutsch (1855-1935) and Rudolf Ernst (1854-1932). Like his contemporaries, Ambros found the perfect audience for his Cairo street scenes at the Paris Salon, where he exhibited from 1887.





42

EDWARD LEAR (BRITISH, 1812-1888)

Ponte delle Maddalena, Bagni di Lucca

signed with monogram (lower left)

watercolour

16 x 25.5cm (6 5/16 x 10 1/16in).

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500



43

EDWARD LEAR (BRITISH, 1812-1888)

Pamvotis Lake looking towards Aslan Pasha Mosque, Ioannina
watercolour and gouache over pencil
16.5 x 26cm (6 1/2 x 10 1/4in).

£4,000 - 6,000

US\$5,300 - 7,900

€4,700 - 7,100

44

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

Santa Maria della Salute, evening; Sunset on the lagoon of Venice, with the church of Isola di San Giorgio in Alga in the distance
a pair, one signed 'E.W.Cooke RA' (lower left), the other signed and dated 'E W Cooke 1864' (lower left)

oil on paper laid onto canvas

each 29.5 x 45cm (11 5/8 x 17 11/16in).

(2)

£30,000 - 50,000

US\$39,000 - 66,000

€35,000 - 59,000

Provenance

For *Santa Maria della Salute, evening*:

(possibly) Sale, Christie's London, 26 November 1982, lot 246

Sale, Phillips London, 25 July 1987

with Owen Edgar Gallery

For both works:

Sale, Christie's London, 31 May 2012, lot 75

The estate of Miss Elizabeth Creak, sold to benefit the Elizabeth Creak

Charitable Trust

Literature

For *Santa Maria della Salute, evening*:

(possibly) J. Munday, *E.W.Cooke 1811-1880, A Man of his Time*,

Woodbridge, 1996, cat. no.64/16, p.354, as *Santa Maria della Salute*

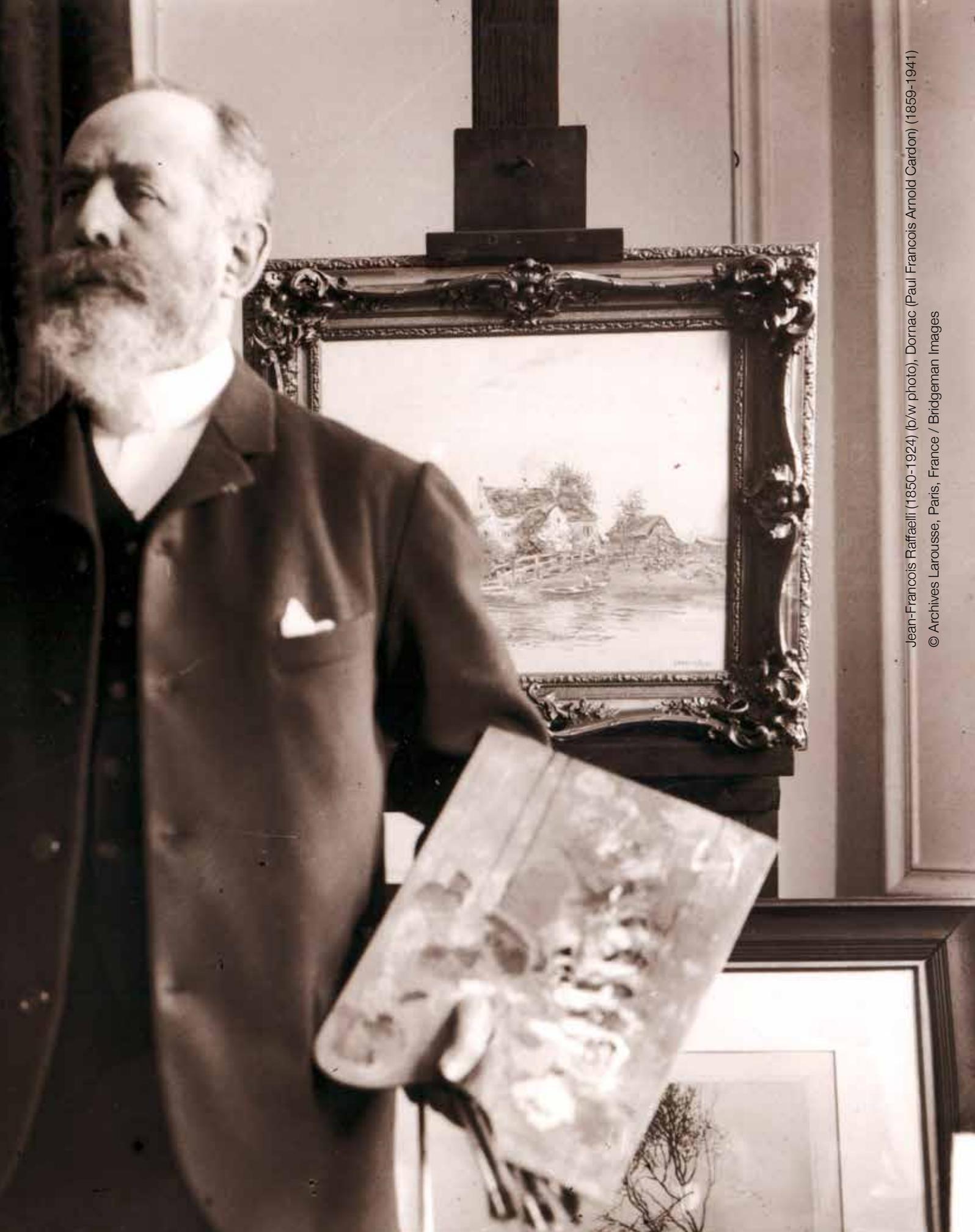
with the Giudecca beyond at Sunset





ST. BARTHOLOMEW.





Jean-Francois Raffaelli (1850-1924) (b/w photo), Dornac (Paul Francois Arnold Cardon) (1859-1941)

© Archives Larousse, Paris, France / Bridgeman Images

45

JEAN FRANÇOIS RAFFAËLLI (FRENCH, 1850-1924)

Jardin du Luxembourg
signed 'J.F.RAFFAËLLI' (lower left)
oil on board
59.5 x 84cm (23 7/16 x 33 1/16in).

£150,000 - 200,000

US\$200,000 - 260,000

€180,000 - 240,000

Provenance

with Société des Artistes Français, Paris
with Galerie Adolphe Legoupy, Paris
Jean-François Castex, Paris
Ricardo Antonio Castex, Buenos Aires
Dr. Jorgé Horacio Castex, Buenos Aires
with Hirsch & Adler Galleries, New York
with Beadleston Gallery, New York
with Ron Hall Gallery, Palm Beach, Florida
Private collection, UK

Exhibited

Paris, Musée Marmottan-Monet, *Jean-François Raffaëlli*, no.28

Literature

M. Delafond & C. Genet-Bondeville, *Jean-François Raffaëlli*, Musée Marmottan-Monet, Paris, 1999, p.62, illustrated in colour p.60

We are grateful to Galerie Brame & Lorenceau for confirming the authenticity of the present lot, which will be included in the digital catalogue raisonné for Jean François Raffaëlli, currently in preparation.



Jean Francois Raffaëlli was born in Paris, and devoted much his career to depicting its population; in his earlier career he chose peasants, rag pickers and workers from the Parisian suburbs, while his later works show more of the affluence of the *bourgeoisie*, set against the elegant gardens and tree-lined boulevards of the great city.

Raffaëlli first exhibited at the Paris Salon in 1870, despite having received no formal training; it was not until the following October that the artist would spend a mere three months studying under Jean-Léon Gérôme (1824-1904) at the École des Beaux-Arts in Paris. His early works were costume pieces, but by 1876 his realist style and depiction of contemporary Parisians had developed.

Raffaëlli's version of realism, which he referred to as *caractérisme* was championed by the influential critic and novelist J-K Huysmans (1848-1907) whose own novels, like those of Emile Zola (1840-1902) elicit a style of literary naturalism. As Barbara Fields observes, Raffaëlli 'hoped to set himself apart from those unthinking, so-called realist artists whose art provided the viewer with only a literal depiction of nature. His careful observation of man in his milieu paralleled the anti-aesthetic, anti-romantic approach of...Zola and Huysmans.'¹

Edgar Degas (1834-1917) was also a champion of Raffaëlli's work, inviting the artist to participate in the Impressionist exhibitions of 1880 and 1881. This was a divisive move, not least because of the size and volume-some 37 works- that Raffaëlli presented for the 1880 exhibition.

Raffaëlli's style, like his choice of subjects, makes subtle changes as his career develops. His early works have a more precise technique; as one critic wrote in a review of the 1881 Impressionist exhibition, 'M. Raffaëlli seems to us to differ noticeably from the artists known as Impressionists: he paints with an extreme meticulousness, leaves out no detail'². While never considered an Impressionist, despite Degas's best efforts, the works of the 1890s, such as *L'hotel de Ville de Paris* (1890, Musée Fabre, Montpellier), *L'Institute* (1897, Musée Carnavalet, Paris) and *Les Invalides: Napoleon's Tomb* (1895, Musée Carnavalet, Paris), begin to show a looser, broader style, often with a scarcity of paint, thinly applied to the background, with a firmer use of line to the figures, buildings and trees.

Stylistically, the present lot is closer to Raffaëlli's masterful *Place De L'opéra, Paris* (Sotheby's New York, 2 November 2010, lot 38), than to his later works. Painted in 1878, and rejected by the Salon in that year, *Place De L'opéra, Paris* marked the departure of Raffaëlli's naturalist, rural subjects, and the beginning of his Parisian city-scapes, bustling with life and activity. In *Jardin du Luxembourg*, well dressed groups of Parisians stroll around the garden basin in front of the Luxembourg Palace. The painting is teeming with activity: a balloon-seller flanked by eager children, a nursemaid pushing a pram, an inquisitive dog, and families strolling arm-in-arm around the famous gardens, all light up an overcast Parisian sky, the whole vista observed with interest by an elderly gentleman standing with his cane in the foreground.

¹J. Turner (ed.), *From Monet to Cezanne: Late 19th Century French Artists*, Oxford, 2003 (Grove Art Series), p.346

²*Le Petit Parisien*, 1881



46

ARNALDO FERRAGUTI (ITALIAN, 1862-1925)

Carnival, Piazza della Scala, Milan

signed and dated '-AFerraguti- 97-' (lower left)

oil on canvas

35 x 60cm (13 3/4 x 23 5/8in).

£12,000 - 18,000

US\$16,000 - 24,000

€14,000 - 21,000

Provenance

Acquired at auction by the family of the present owner in the late

1950s

Private collection, Italy

Arnaldo Ferraguti was born in Ferrara in 1862. From 1879 he studied at the Academy of Fine Arts in Naples under Domenico Morelli (1826-1901) having moved to the city with his family. His early work tended to be historical, but in 1883 having met painter Francesco Paolo Michetti (1851-1929) at The International Exhibition in Rome, he turned increasingly to subjects drawn from everyday life which he produced in both oil and pastel.

Through his friendship with Michetti, Ferraguti met the brothers Giuseppe and Emilio Treves, the Milanese publishers, and he began illustrating magazines and books such as *The Heart of Edmondo De Amicis* and *The Stories of Verga*. He settled in Milan where he married Olga Treves, the granddaughter of his employers. In the 1890s the couple moved to Pallanza where they enjoyed the lively social life of the salons of Villa San Remigio and Villa Cordelia. Here Ferraguti built himself a mansion with wonderful views of the lake.

In 1905 he collaborated again with Michetti working on the sets for *The Daughter of Jorio D'Annunzio*, an ambitious play by Gabriele D'Annunzio.

Ferraguti is probably best remembered for his masterpiece of 1890, *Alla Vanga* (Museo del Paesaggio, Verbania-Pallanza), a huge canvas nearly 3 x 6 metres, which showed a line of barefoot peasants working the soil with spades. The picture received massive critical acclaim. Ferraguti died suddenly in 1925.



47

VITTORIO REGGIANINI (ITALIAN, 1858-1939)

The debutante

signed 'VReggianini' (lower right)

oil on canvas

54.5 x 70.5cm (21 7/16 x 27 3/4in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000



48

GAETANO BELLEI (ITALIAN, 1857-1922)

Giornata di pioggia (Rainy day)

signed, inscribed and dated 'Modena/1919. Bellei G.' (upper left),
signed, inscribed and dated 'Bellei G. pins/Modena 1919.' on reverse
oil on canvas

151.5 x 111cm (59 5/8 x 43 11/16in).

£80,000 - 120,000

US\$110,000 - 160,000

€95,000 - 140,000

Provenance

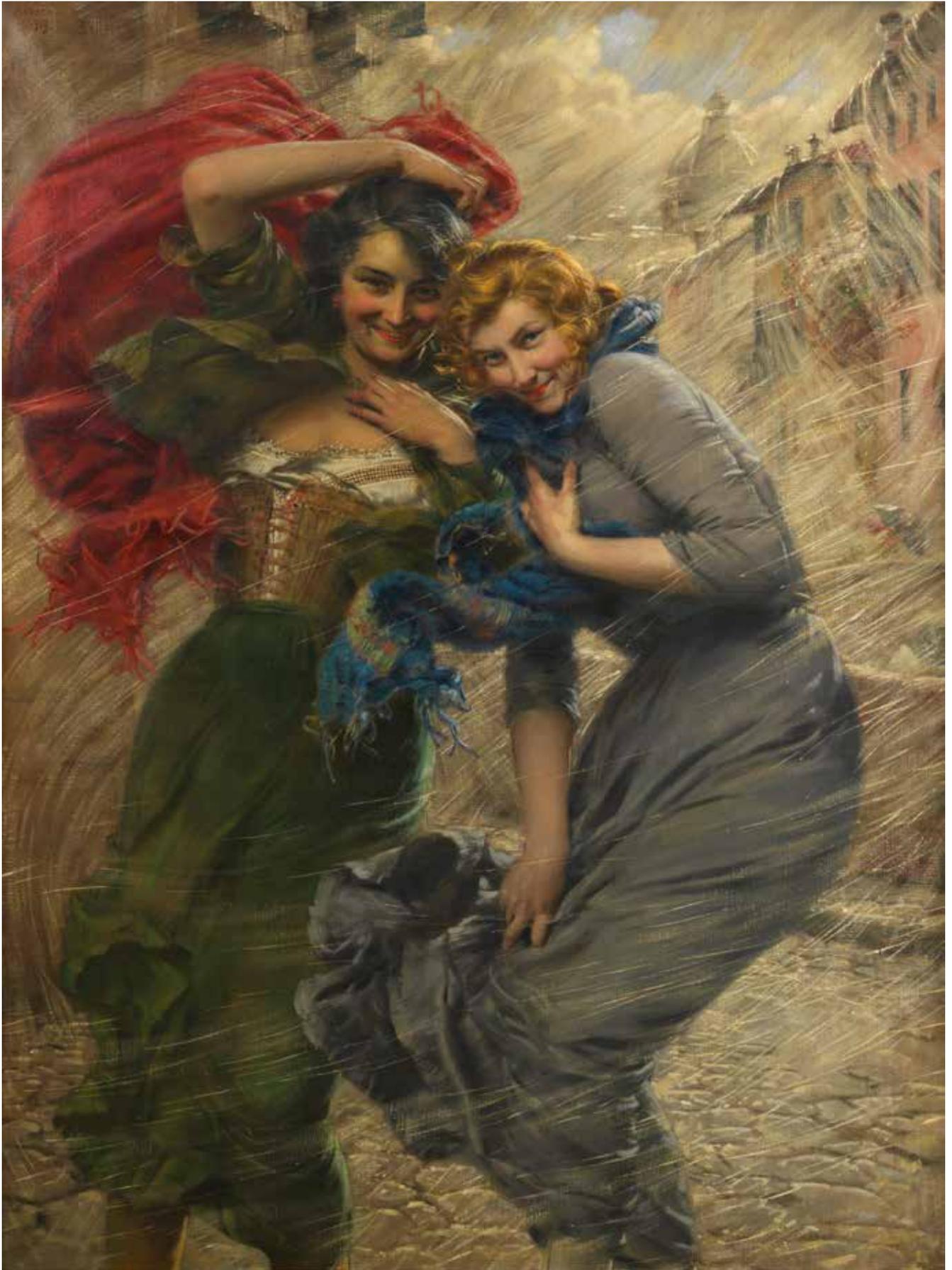
Acquired directly from the artist by the family of the present owner in
1920

Private collection, Italy

Born in Modena in 1857, Gaetano Bellei trained under the portrait and narrative painter Adeodato Malatesta (1806-1891), where he was a contemporary of classical and genre painter Giovanni Muzzioli (1854-1894). At twenty-four he won a scholarship which allowed him to travel to Rome to study. He first exhibited his paintings in Florence, and briefly lived in Camden Square in London, exhibiting one work, *Cara Nonna* at the Royal Academy exhibition of 1882 (no.699). He returned to his native Modena to teach, where he died in 1922.

Painted in 1919, the present lot is one of the finest examples of the artist's work to appear at auction. Capturing something of the *Belle Époque*, Bellei painted a number of large canvases which feature elegant women, either set in glamorous interiors, such as *In the theatre* (Bonhams New York, 21 April 2010, lot 213) and *Off to the Masquerade* (Bonhams London, 23 June 2015, lot 32), or battered by the elements, such as *Gust of wind* (Sotheby's New York, 7 May 1998, lot 191) and *A windy day* (Sotheby's New York, 5 May 2011, lot 21). These magnificent works allow the artist to demonstrate his great skill in depicting cloth and costume.

Bellei also painted domestic interiors showing family groups, much in the mode of another Modena-born painter, Eugenio Zampighi (1859-1944).





49

WILLIAM FERON (SWEDISH, 1858-1894)

The red parasol

signed and dated 'WILLIAM FERON 1887' (lower right)

oil on canvas

65 x 100cm (25 9/16 x 39 3/8in).

£7,000 - 10,000

US\$9,200 - 13,000

€8,300 - 12,000

Born in Stockholm in 1858, William Feron was the son of the famous jeweller Ludwig Constantin Feron, who owned Möllénborgs, the largest jewellery firm in Sweden. William first studied at the Tekniska Skolan and then at the Art Academy in Stockholm. He travelled to Paris in 1880, working in the city for much of the 1880s, where the present lot was almost certainly painted. He exhibited at the Paris Salon between 1882 and 1885, and at the Exposition Universelle of 1889. Feron is regarded as one of the first Swedish artists who was influenced by the Impressionist movement. A work by the artist entitled *Spring in Paris 1887* is in the collection of The Gothenburg Museum of Art in Sweden.

The motif of the red umbrella is one that Feron used a number of times in his painting, including in a work entitled *The red umbrella*, sold in these rooms, 27 March 2007, lot 96.





Joaquin Sorolla painting in his studio, photograph
© Museo Sorolla, Madrid

50

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Bajo los Toldos, San Sebastian
signed and dated 'J.Sorolla B/1906' (lower left)
oil on board
16 x 22cm (6 5/16 x 8 11/16in).

£40,000 - 60,000

US\$53,000 - 79,000

€47,000 - 71,000

Provenance

Private collection, Spain

Exhibited

London, Grafton Galleries, *Exhibition of Paintings by Señor Sorolla y Bastida*, May-July, 1908, inventory no.332

The present lot is a wonderful new discovery, painted during the few days that Sorolla spent working in San Sebastian in September of 1906.

Sorolla produced a series of small-scale coastal and beach studies, populated with elegantly dressed sunbathers, beach huts and boats, during his stay in Biarritz in the summer of 1906.¹ The family then visited San Sebastian, primarily for Maria, Sorolla's eldest daughter, to visit a doctor. The present lot was painted during those few days.

We are grateful to Blanca Pons-Sorolla for confirming the attribution to Joaquin Sorolla. The work will be included in Blanca Pons-Sorolla's catalogue under inventory number BPS 1481.

¹see for example: *Playa de Biarritz*, Christie's London, 14 June 2006, lot 74; *Beach in Biarritz*, Christie's London, 17 November 2005, lot 95; and *Painting on Biarritz beach*, Sotheby's London, 16 November 2004, lot 104.



51

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Amas y Niños

signed 'J Sorolla B' (lower left)

oil on board

14 x 18cm (5 1/2 x 7 1/16in).

£25,000 - 30,000

US\$33,000 - 39,000

€30,000 - 35,000

Provenance

Estate of the artist, bequeathed to his daughter, Maria Sorolla Garcia

Francisco Pons-Sorolla

Dr. Rafael Tapia (to whom gifted by the above)

Thence by family descent

Literature

Inventory of the artist's estate, no.63-A

Sorolla en Guipuzkoa (exhibition catalogue), Kutxa, San Sebastian,

1992, illustrated p.347

A photo of the present lot appears in the archives of the Hispanic Society of America, ref.86199 / RV A-58229.

To be sold with a certificate of authenticity, issued by Blanca Pons-Sorolla, issued 30 January 2016. The work is included in Blanca Pons-Sorolla's catalogue under inventory no.BPS 3809.

The present lot was executed during the summer of 1917, in San Sebastian, where Sorolla executed numerous landscapes and coastal scenes. See for example *Figures bajo los toldos, San Sebastian* Sotheby's Olympia, 9 March 2006, lot 169.





52

FEDERICO ZANDOMENEGHI (ITALIAN, 1841-1917)

Four studies of a lady wearing a hat
signed 'Zandomeneghi' (lower right)
red chalk
32.5 x 44.5cm (12 13/16 x 17 1/2in).

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000

Provenance

Enrico Piceni, Milan
Acquired directly from the above by the family of the present owner
during the 1960s
Private collection, Milan

We are grateful to Roberto Capitani for confirming the attribution to
Federico Zandomeneghi on the basis of photographs.



PROPERTY OF A CHARITABLE TRUST

53

GIOVANNI BOLDINI (ITALIAN, 1842-1931)

Study of hands
signed 'Boldini' (lower centre)
charcoal
33 x 33cm (13 x 13in).

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000

Provenance

with The Lefevre Gallery, London
Private collection, UK

During the 1880s Boldini returned to portraiture, his passion from when he was younger. This study, which is an addition to the Boldini catalogue raisonné, shows some of the recurring themes in the artist's *oeuvre*, particularly in the period between the end of his relationship with Goupil and the execution of *Il pastello bianco*, 1888 (Pinacoteca di Brera, Milan). The study of the hand holding the stick is reminiscent of a passage in *Nello studio* of 1884; it is also possible that this sketch relates to *Ritratto di William Seligman* painted the year before.¹

The study of feminine hands, one of which is caressing a chin with a beaming smile, recalls many half-length female portraits of the Countess De Rasty and other figures like the sensual character in *La toilette*, 1880.² It is possible that the tea set, elements of the artist's everyday life, may have been a later addition, but certainly no later than 1900.

For Boldini, drawing was the purest expression of creativity; it was as necessary as breathing and he left countless sketches - on placemats, scraps of paper and newspaper cuttings. He believed that 'a good drawing does not need colour', and that in his studio a malign spirit, or *stifo malefico*, used drawing to define a figurative language befitting his extraordinary creativity.

We are grateful to Dott.ssa Francesca Dini for confirming the attribution to Giovanni Boldini on the basis of photographs, and for her assistance in cataloguing this lot, which will be included in the first supplement of the catalogue raisonné on the artist currently in preparation. The work will be sold with a photo-certificate from Francesca Dini.

¹P. Dini and F. Dini, *Giovanni Boldini (1842-1931) Catalogo Ragionato*, Turin, 2002, vol.III, section I, nos.398 & 364

²*ibid.*, no.277



OTHER PROPERTIES

54

GIOVANNI SEGANTINI (ITALIAN, 1858-1899)

Nudo, studio di scorcio
indistinctly signed with monogram 'GS' (lower left)
pencil
63.3 x 47.7cm (24 15/16 x 18 3/4in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000

Executed c. 1890-1894

Provenance

with Alberto Grubicy, Milan, by 1913
Private collection, Milan
Acquired by the family of the present owner by 1948
Private collection, Italy

Exhibited

Milan, Castello Sforzesco, 1894
Zurich, Kunsthaus, 1978
Monaco di Baviera, Villa Stuck, 1978
Milan, Compagnia del disegno, 1978

Literature

A-P. Quinsac, *Segantini Catalogo Generale*, Milan, 1982, p.502,
no.589, illustrated in black and white
M. C. Gozzoli and F. Arcangeli, *L'opera completa di Segantini*, Milano,
1973, no.359



55

GIOVANNI BOLDINI (ITALIAN, 1842-1931)

Study of a lady in a ball gown
 bears studio stamp 'Boldini', (lower right), inscribed on the reverse
 '1169/no. 87 b at Boldini. Emilia Boldini Cardona/1931'
 black chalk on lined paper
 20.5 x 15.5cm (8 1/16 x 6 1/8in).

£7,000 - 10,000

US\$9,200 - 13,000

€8,300 - 12,000

Provenance

The artists's studio
 (probably) a gift in the 1960s from the artist's widow, Emilia Boldini
 Cardona, to Enrico Piceni
 Acquired directly from the above by the family of the present owner
 during the 1960s
 Private collection, Milan

Emilia Boldini Cardona and Enrico Piceni were close friends having
 worked together to curate the Boldini Exhibition at the Musée
 Jacquemart-André in Paris, March-May 1963.

From about the time of The Universal Exposition of 1889 in Paris,
 Boldini was working on a new interpretation of the feminine form. His
 models and sitters were shown with a combination of dynamism,
 sensuality and femininity. This is most apparent in his portrait of the
 Concha de Ossa sisters from Chile. Of the two, the artist's favourite
 was Emiliana. This new portrayal of femininity is also seen in the later
 Contesse de Leusse portraits, where even though the sitter is shown
 in profile, there is a sense of movement. This was a dramatic departure
 from the more formal portrait of the Concha de Ossa sisters.¹

This drawing is the result of the artist's constant fascination with the
 female form; Boldini has captured the quiver of a living, modern and
 sensual feminine form. The work dates from the same period as the
 portrait of the Countess Zichy, which was completed in 1905.²

We are grateful to Dott.ssa Francesca Dini for confirming the attribution
 to Giovanni Boldini, and for her assistance in cataloguing this lot, which
 will be included in the first supplement of the catalogue raisonné on
 the artist currently in preparation. The work will be sold with a photo-
 certificate from Francesca Dini.

¹P. Dini and F. Dini, *Giovanni Boldini, Catalogo Ragionato*, Turin, 2002,
 vol.III, section I, no.527-529

²*ibid.*, vol.III, section II, no.883



56

GIOVANNI FATTORI (ITALIAN, 1825-1908)

Soldiers in a landscape; Soldier drinking
two, both signed 'Gio. Fattori' in pencil (lower right); both inscribed on
the reverse, the first 'All' egregio dott. Di Carlo. con amicizia per la sua
sensibilita artistica. Giovanni Malesci. Milano. 30.6.34.XII', the other
'Disegno originale del mio maestro Giovanni Fattori. Giovanni Malesci.
Milano 31.6.34.XII'

the first pencil and grey wash, the other pencil
the larger 26 x 37cm (10 1/4 x 14 9/16in).

(2)

£2,500 - 3,500

US\$3,300 - 4,600

€3,000 - 4,100

Provenance

Macchi Collection, Gallarate

Thence by descent

Private collection, UK

We are grateful to Andrea Baboni for confirming the attribution
to Giovanni Fattori. The works will be sold with certificates of
authentication.



57

GIUSEPPE DE NITTIS (ITALIAN 1846-1884)

Looking out to sea
signed 'De Nittis' (lower left)
chalk
35 x 26.5cm (13 3/4 x 10 7/16in).

£20,000 - 30,000
US\$26,000 - 39,000
€24,000 - 35,000

Provenance

with Enrico Pagani Cesa, Milan
Acquired directly from the above by the family of the present owner during the 1960s
Private collection, Milan

From the early 1870s de Nittis enjoyed great success in Paris with his elegant street scenes populated by animated figures. He started to be identified as a 'painter of modern life' as described in the work of Charles Baudelaire. The famous poet asserted that the reality surrounding the artist, a painter of modern life, should be a continuous source of inspiration. This inspiration might come from seeing an elegant young woman seated on a bench in one of the city's parks, or the hard working laundresses along the river Seine.

De Nittis is best known for his graceful figures and contemporary realism, much like the work of his contemporary, Giovanni Boldini; both drew from similar subjects and followed the same artistic credo. The two artists also regularly visited London to take advantage of the blossoming market and wealthy patronage. As can be seen by correspondence with his wife, Leontine, Giuseppe de Nittis first visited the capital in 1874 and within two years he had secured commissions which included twelve works in four years for the English banker, Kaye Knowles.

The present drawing was probably executed by De Nittis during this first journey across the English Channel, as he went to London in April and he returned to Paris in August. The large horizon beyond the sitter would suggest a view of the sea rather than a river, the Seine or Loire. The seated figure in *Accanto alla pista*¹, painted in 1874, would indicate a similar date for this drawing. The same year, de Nittis broke off contact with the dealer Adolphe Goupil, which may be the reason that this drawing is not registered in the Maison Goupil inventory, however, the lack of known drawings makes further comparison difficult. The strong stroke of the pencil for the skirt *plissé* and the creases on the cloak recall etchings such as *La lettura*, 1873.² The positioning of the signature on the leg of the stool has forced the artist to use a thinner pencil and it may be that the signature was also added by the artist at a later date.

We are grateful to Dott.ssa Francesca Dini for confirming the attribution to Giuseppe de Nittis, and for her assistance in cataloguing this lot, which will be included in the first supplement of the catalogue raisonné on the artist currently in preparation. The work will be sold with a photo-certificate from Francesca Dini.

¹P. Dini and G.L. Marini, *De Nittis. La vita, i documenti, le opere dipinte*, Turin, 1990, no.517

²F. Fiorani and R. Dinoia, *De Nittis incisore*, Rome, 1999, p.103



Lina Cavalieri (1874-1944)

58

GIOVANNI BOLDINI (ITALIAN, 1842-1931)

Portrait of Lina Cavalieri

signed 'Boldini.' (lower right)

black chalk

12.5 x 19.5cm (4 15/16 x 7 11/16in).

Painted c. 1901-1902

£25,000 - 35,000

US\$33,000 - 46,000

€30,000 - 41,000

Provenance

Enrico Piceni, Milan

Acquired directly from the above by the family of the present owner during the 1960s

Private collection, Milan

Exhibited

Paris, Musée Jacquemart-André, 1963, curated by Enrico Piceni and Emilia Cardona, the artist's widow





Giovanni Boldini, *Lina Cavalieri*, c.1901

Aged just fifteen, Lina Cavalieri lost both her parents and was sent to a Catholic orphanage near Rome. Disliking the strict rules of the nuns, she ran away with a touring theatrical group and moved to Paris, where she began to establish her career as a singer. She made her debut operatic performance in Lisbon in 1900, and performed widely in music halls across Europe.

In 1905, she starred alongside Enrico Caruso (1873-1921) in *Fedora* at the Sarah Bernhardt Theatre in Paris, a partnership which they took to New York the following year, performing at the Metropolitan Opera. Cavalieri remained at the Metropolitan Opera for two further very successful seasons, during which time she had a whirlwind romance with Robert Winthrop Chanler (1872–1930) a member of the Astor family and Dudley–Winthrop family. They married on 18 June 1910 but separated by the end of their honeymoon, and their divorce became final in June 1912.

Her glittering international career boasted performances of *La Bohème*, *La Traviata*, *Manon*, *Carmen* and *Tosca*, to name a few. Often referred to as 'the world's most beautiful woman', her photograph was reproduced extensively on postcards, and was the muse for Piero Fornasetti's iconic *Themes and Variations* series.

After retiring from the stage, Cavalieri set up a cosmetic salon in Paris and even launched her own perfume, named 'Mona Lina', in 1926. After marrying her fourth husband, Paolo d'Arvanni, she returned to Italy. During a bomb raid on 8 February 1944, Cavalieri and her husband delayed seeking shelter in order to save her jewellery collection from their house. They were both killed running to their air-raid shelter.



Piero Fornasetti, *Themes and Variations*, wall plate, no.1, c.1952

Having settled in Paris in 1871, Boldini soon became one of the most sought after artists represented by the dealer Adolphe Goupil, for whom he produced small paintings of extraordinary quality, showing costume scenes or images of contemporary Parisian life rendered with a lively rococo style, but reflecting life in the modern metropolis.

During the 1880s Boldini returned to painting portraits. Often on a large scale his portraits of the leading lights of Parisian Belle Époque society made him internationally famous. This drawing of the famous opera singer Lina Cavalieri is from this last period. Emilia Cardona remembers Cavalieri entering Boldini's atelier in 1901.¹ Boldini produced two well-known portraits of the charming model, one owned by Maurice de Rothschild, in which Lina is depicted from the front with a demure black blouse. The second work shows her in profile wearing a white hat, which was published in the magazine *Les Modes* in 1902.² This drawing refers to a third portrait of Lina (location unknown) which is only known by a series of studies which have appeared on the open market. This drawing is particularly precious, not only for the distinctive quality of the signature, but also for being the preparatory work for a lost painting.

We are grateful to Dott.ssa Francesca Dini for confirming the attribution to Giovanni Boldini, and for her assistance in cataloguing the present lot, which will be included in the first supplement of the catalogue raisonné on the artist currently in preparation. The work will be sold with a photo-certificate from Francesca Dini.

¹E. Cardona, *Boldini nel suo tempo*, Milan, 1951, p.122

²P. Dini and F. Dini, *Giovanni Boldini, Catalogo Ragionato*, Turin, 2002, vol.III, section II, no.782-793-788



59

GIOVANNI BOLDINI (ITALIAN, 1842-1931)

Portrait of a lady in profile

bears studio stamp (lower right), inscribed 'no. 4, z atelier Boldini.

Emilia Boldini/Cordona 1931' on the reverse

black chalk

36.5 x 23.5cm (14 3/8 x 9 1/4in).

painted c. 1897-1902

overall sheet size 52 x 44cm

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500

Provenance

The artists's studio

Enrico Piceni, Milan

Acquired directly from the above by the family of the present owner during the 1960s

Private collection, Milan

Having been educated in his home town of Ferrara, Boldini moved to Florence for several years, where from 1864, he was part of the Macchiaioli movement. In 1871, fascinated by the Parisian lifestyle, he moved to the French capital and became a leading figure among the artists represented by the dealer Goupil. During the 1880s Boldini returned to portraiture, his passion as a younger man, and established an international reputation painting large scale portraits of many of the most prominent members of the Belle Époque society.

Boldini loved to highlight the sensual beauty of his models, the 'divine creatures', with exaggerated necklines, decorated with precious silks and long pearl necklaces. The light but effective touch that defines the profile of this lady does not hide the prominent nose which is reminiscent of the features of the Duchessa Nicoletta Grazioli, who was painted by the artist in Ferrara in 1901. Boldini has concentrated on the sitter's rich raven-black hair which, softly bunched up on the top of her head, accentuate her refined features. Despite the cameo style severe elegance, Boldini once again is able to suggest the quiver of a living, emancipated and sensual woman.

We are grateful to Dott.ssa Francesca Dini for confirming the attribution to Giovanni Boldini, and for her assistance in cataloguing this lot, which will be included in the first supplement of the catalogue raisonné on the artist currently in preparation. The work will be sold with a photo-certificate from Francesca Dini.

“For Locatelli there are no problems beyond the beauty of the abundance of life. One will find no depth and metaphysical ideas in his work. In a spontaneous manner he reveals the beauty of the body and nature. Here there is no sadness and sorrow that are shown, but their opposite, the beauty and happiness of the world. Here are no complicated voices from a mysterious psyche but here is presented pure pleasure of the senses.”

(V. N. De Javabode, 1939)

60

ROMUALDO LOCATELLI (ITALIAN, 1905-1943)

Risveglio

signed 'R.Locatelli.' (lower right)

oil on canvas

117.5 x 91cm (46 1/4 x 35 13/16in).

£40,000 - 60,000

US\$53,000 - 79,000

€47,000 - 71,000

Provenance

The artist's studio

Private collection, Bergamo

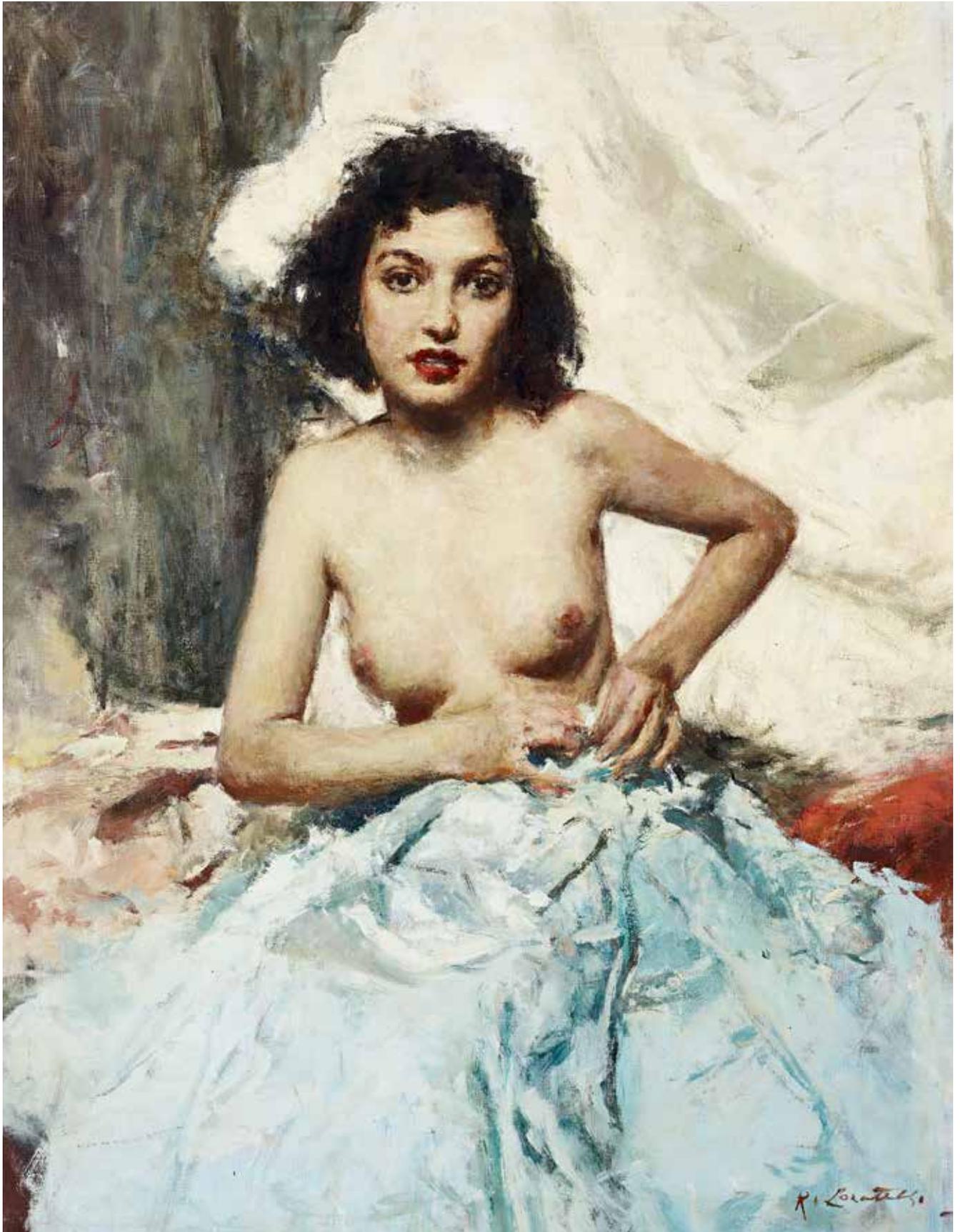
Acquired directly from the above by the family of the present owner in the late 1950s

Private collection, Italy

Born in Bergamo into a family of artists and craftsmen, Romualdo Locatelli attended the Accademia Carrara in Bergamo, under the tutelage of Ponziano Loverini (1845-1929), before studying at the Palazzo di Brera in Milan, where he met his future wife Erminia. He held his first solo exhibition aged just twenty. In 1933, now living in Rome and an established society portraitist, Locatelli was commissioned to paint a portrait of King Victor Emmanuel II. This work was selected for the Venice Biennale, and brought the artist international recognition.

In 1938 Locatelli and his wife set sail on a tour of Asia, travelling as guests of the colonial governor of the Dutch East Indies. Feted as something of a celebrity, being by now an official artist to the Vatican Palace and the Royal House of Italy, Locatelli first settled in Bandung, Java, before moving to Bali, establishing a studio in Denpasar, the most modern city on the Island. It was in Bali that Locatelli would produce many of his most famous and iconic works, although his time there was short lived; the Locatellis moved to the Philippines in 1939, where they would remain until 1943, when the artist vanished under mysterious circumstances. On February 24, 1943, Locatelli set off on a bird-watching hike into the forest in Rizal, north of Manila, and was never seen again.

Given the political situation in Manila at the time, with Italian nationals seen by the Japanese Governance of the Philippines as traitors, Locatelli's mysterious disappearance led to a great deal of speculation, although whether his death was politically motivated has never been proven. For Locatelli's widow, something about his disappearance typified the artist's character: 'Many friends were not surprised about his disappearance: his will to travel in wild and dangerous places during years when no Italian would have loved to travel, was seen as a way to disappear, probably a strong aspect of the dark side of his character.'



61

ROMUALDO LOCATELLI (ITALIAN, 1905-1943)

Portrait of a man in a *songkok tinggi*

signed 'R Locatelli' (lower left)

oil on canvas

99.5 x 70cm (39 3/16 x 27 9/16in).

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

The artist's studio

Private collection, Bergamo

Acquired directly from the above by the family of the present owner in the late 1950s

Private collection, Italy

The sitter wears a *songkok tinggi* hat, a taller version of the regular *songkok*, which was adapted from the fez and worn by the Ottomans from the 1830s. The *songkok* subsequently spread throughout southeast Asia, worn largely by the Muslim *ulama* - important scholars or authorities in Islam, such as Imams, clerics and judges. Today, *songkok* hats are still worn in Malaysia and Indonesia, by both Muslims and secular nationalists alike.





62

HERBERT JAMES DRAPER (BRITISH, 1864-1920)

Study of Florrie Bird for a water nymph in *Prospero Summoning Nymphs and Deities*

signed 'Herbert Draper' (lower left), inscribed 'Floating figure/in painted ceiling' (centre right)

black and white chalks on grey paper
61 x 46.5cm (24 x 18 5/16in).

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000

Provenance

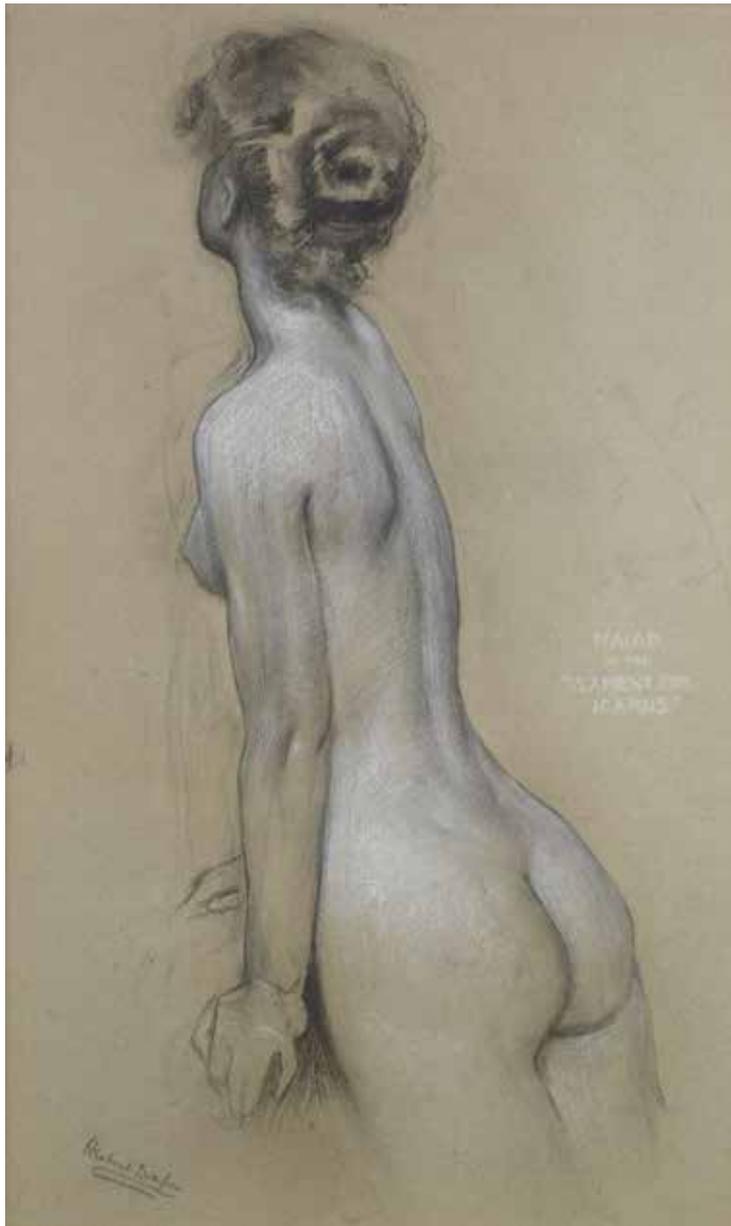
Ida Draper, the artist's wife
Thence by descent until 2001
with Julian Hartnoll, London
Private collection, UK
Sale, Sotheby's London, 1 July 2004, lot 278
Private collection, UK

Exhibited

London, The Leicester Galleries, 1905, no.60
London, Julian Hartnoll, *A Second Exhibition of Drawings by Herbert Draper (1864-1920)*, 6-24 March, 2001, no.15

Literature

The Studio, 'Mr Herbert Draper's Painted Ceiling for the Livery Hall of the Draper's Company', 1903, p.37
S. Toll, *Herbert Draper 1863-1920, A life study*, Woodbridge, 2003, p.112, no.69, illustrated in black and white, cat. no.HJD113.vi



63

HERBERT JAMES DRAPER (BRITISH, 1864-1920)

Study of Florrie Bird for *The Lament for Icarus*
signed 'Herbert Draper' (lower left), inscribed with title (centre right)
black and white chalks on grey paper
54 x 33cm (21 1/4 x 13in).

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

with Lawrence Fine Arts, 1990
with The Maas Gallery, London, no.1230
The Watercolour and Drawings Fair, London, 2002
Private collection, UK

Exhibited

London, The Leicester Gallery, 1905, no.60, as *Naiad* in '*The Lament for Icarus*'

Literature

S. Toll, *Herbert Draper 1863-1920, A life study*, Woodbridge, 2003, p.93, no.46, illustrated in black and white, cat. no.HJD87.xvi

64 *

JOHN WILLIAM GODWARD, RBA (BRITISH, 1861-1922)

Cytheris

signed and dated 'J.W.GODWARD./1922.' (upper left)

oil on canvas

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

£30,000 - 50,000

US\$39,000 - 66,000

€35,000 - 59,000

Provenance

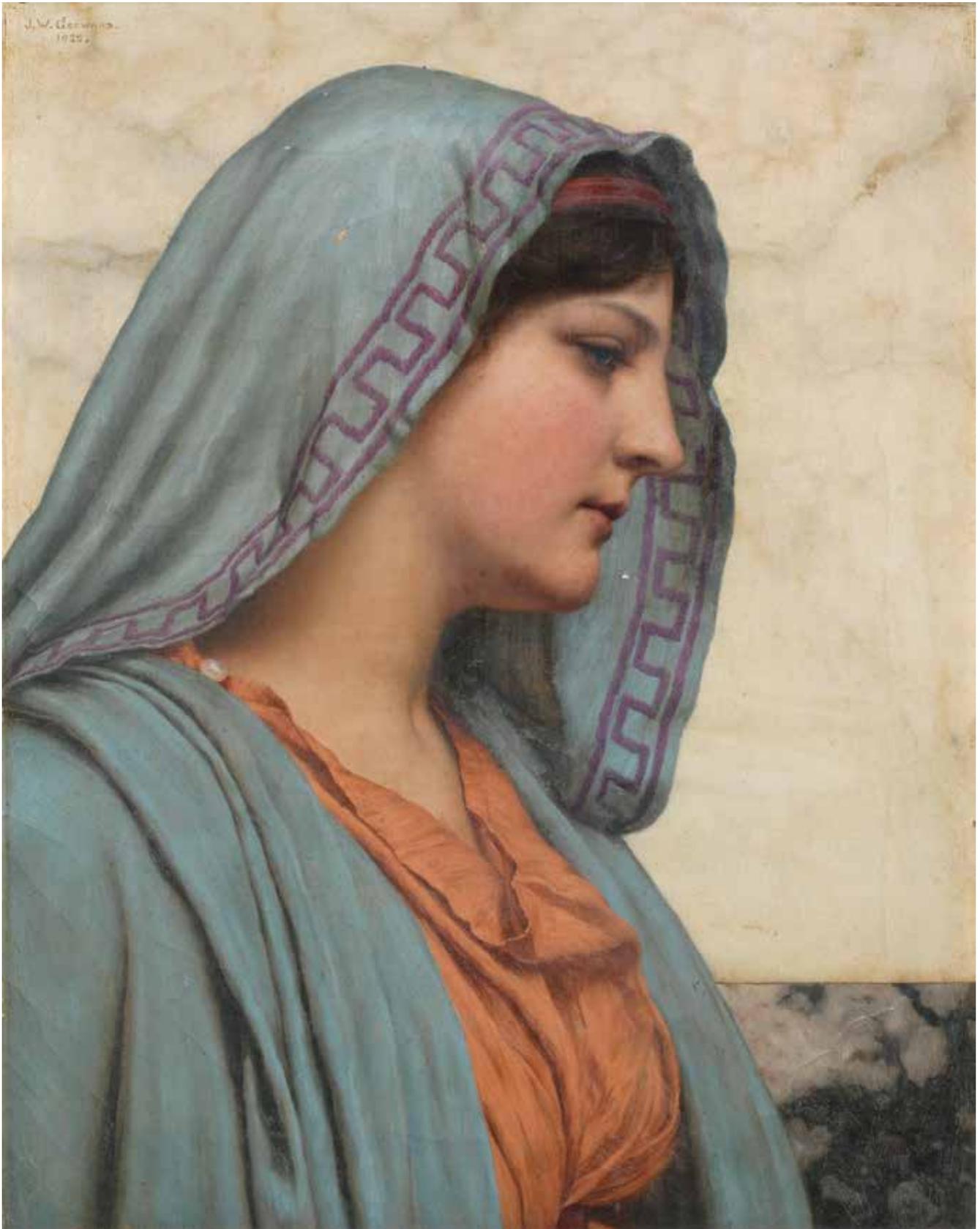
Professor Joan Kerr (1938-2004), Power Institute University of Sydney
and the Australian National University

Private collection, Australia

Thence by descent

An elegant bust length, almost Vestal Virgin looking, young maiden in blue robe and saffron dress poses in profile to the right. This full faced beauty is one of the Avico sisters, probably Marietta, Godward's last model in London. The noted Doctor Sir William E. L. H. Crowther (1887-1981) was an avid collector of Victorian art, his collection including a similar sized work by the artist, also dated 1922, now in The Australian Club, Melbourne. He may have been the source of the picture in Joan Kerr's collection.

We are grateful to Vern G. Swanson for his assistance in cataloguing this lot. The work will be included in Dr. Swanson's forthcoming book on the artist.



65

WILLIAM DE MORGAN (BRITISH, 1839-1917)

Ariadne at Naxos

oil on canvas

76 x 40cm (29 15/16 x 15 3/4in).

in an arch-topped slip frame

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

(probably) Ex-collection of Wilhelmina Stirling (1865-1965)

To a private collection prior to 1970

Sold at auction, circa 1972

Private collection, UK

The present lot is a major discovery. William de Morgan is best known as the most important ceramic artist of the Arts and Crafts Movement and paintings by him, either in oils or watercolour are extremely rare. The De Morgan Foundation holds an oil self-portrait, and there is a watercolour of *Moses in the Bullrushes* at Wightwick Manor, but fully worked oils by the artist, whose preparations for his stained-glass designs were usually executed in pencil and wash, are very unusual.

The present work can be dated to around 1860-70, during the early phase of de Morgan's career. Although he made his reputation with his stained glass and tile designs, and is best known for his collaborations with William Morris, and his decoration of Leighton House, William de Morgan would have received training in painting when attending the Royal Academy Schools in 1859, where Frederick Walker (1840-1875), Simeon Solomon (1840-1905) and Henry Holiday (1839-1927) were among his contemporaries. In 1863 Holiday introduced de Morgan to William Morris, thus beginning a famous creative collaboration.

Although the present lot appears to be a stand-alone idea, de Morgan's interest in stained glass design is evident in the shape and formulaic style of the composition, even down to the arched top which gives it the appearance of a church window. It shows more influence of the work of Edward Burne-Jones, who also collaborated with William Morris (1834-1896), than to the work of his own wife Evelyn de Morgan (1855-1919). Painted in 1887, Evelyn's own treatment of the famous myth of Ariadne, the jilted and abandoned lover of Greek mythology, could not be more contrasting.

The present lot has a label attached to the reverse, in the hand of Wilhelmina Stirling (1865-1955), who was the sister of Evelyn de Morgan, and founder of the De Morgan Centre. This would suggest that the work was once part of Wilhelmina's collection, although it was not listed as part of her Estate, and must have left her collection prior to the establishment of the De Morgan Foundation in 1970.

We are grateful to Claire Longworth, Curator of the De Morgan Foundation, for her assistance in cataloguing this lot.



66

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

Contemplation

signed 'J.J SHANNON' (lower left)

oil on canvas

63 x 75cm (24 13/16 x 29 1/2in).

unframed

£12,000 - 18,000

US\$16,000 - 24,000

€14,000 - 21,000

Provenance

Julia Shannon, the artist's grand-daughter

Gifted to the present owners

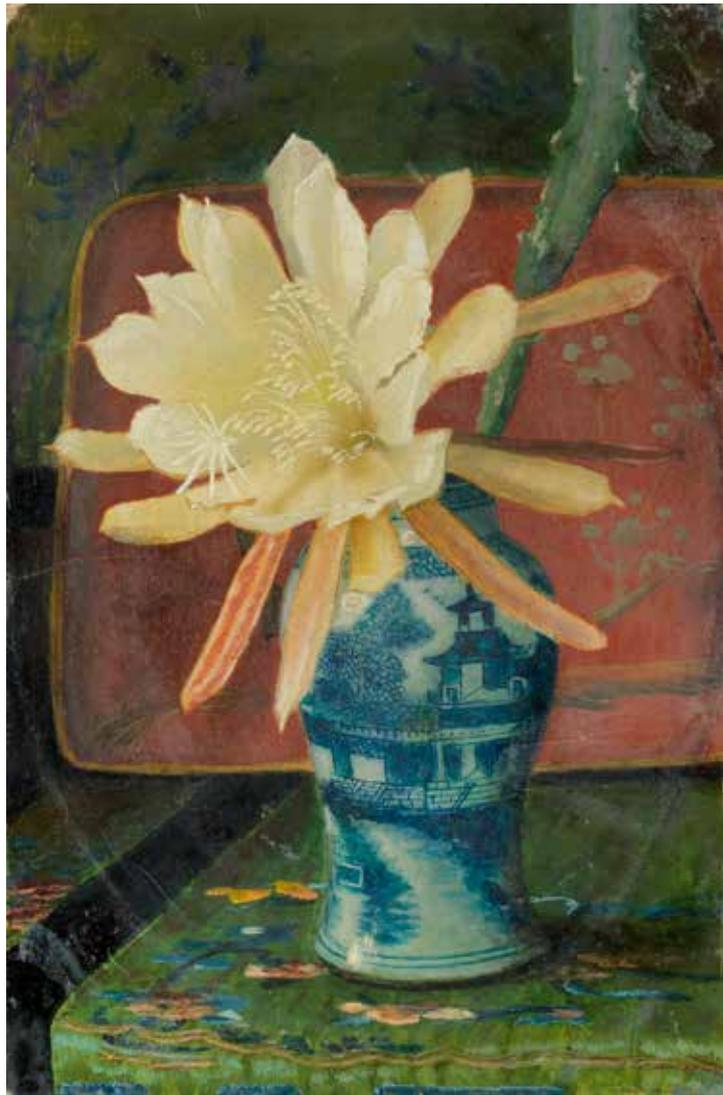
Private collection, UK

Painted circa 1905-1910, the sitter of the present lot, while not identified, bears a resemblance to Kitty, the artist's daughter.

Stylistically the painting exhibits Shannon's penchant for a textured paint surface and strong patterns, similar to those found in his *The Silver Ship* (c.1907, formerly Forbes Collection, sold in these rooms 9 Sep 2014).

We are grateful to Barbara Dayer Gallati for her assistance in cataloguing this lot.





67 *

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Still life with a Chinese blue and white vase
signed and dated 'Atkinson Grimshaw 1876+' (lower right)
oil on card
34.5 x 23cm (13 9/16 x 9 1/16in).

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000

Literature

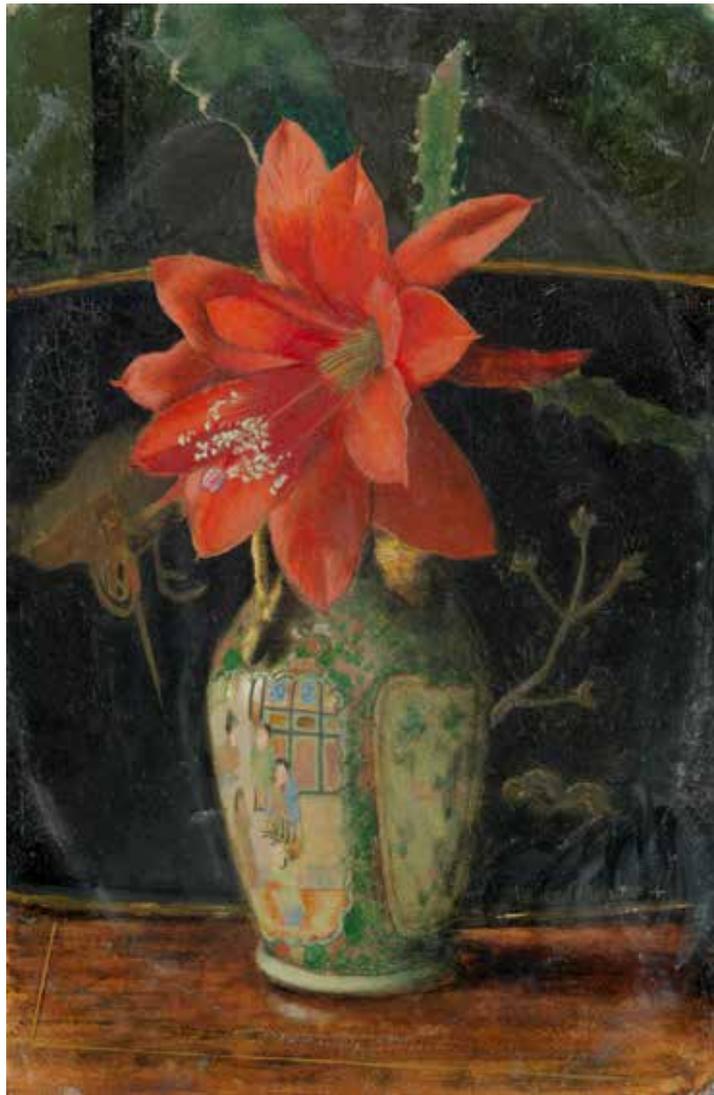
A. Robertson, *Atkinson Grimshaw*, London, 1988, pp.35-46

Painted in 1876, the present and following lots are studies for Grimshaw's major interior *Dulce Domum* which was started in the same year, although not completed until 1885. In these two lots, Grimshaw is experimenting with combinations for the vase of flowers that stands on the dining table in the right hand side of the composition. The finished work combines the two studies, with the flower from the present lot being combined with the vase in the following lot.

Dulce Domum belongs to a golden period in Grimshaw's career. In 1870 Grimshaw leased Knostrop Old Hall, a 17th century manor house outside of Leeds, where he was to work for much of the rest of his life. During this period he developed his characteristic moonlight scenes, which were to serve as his stock in trade for many years. He also produced a series of elaborately detailed domestic interiors, many using his wife, Frances, as a model. Reminiscent of the French painter James Tissot, this group of works, which culminates in *Dulce Domum* show off the artist's great skill at portraying light, texture and detail. As Alex Robertson observes, *Dulce Domum* is a 'tour de force of observation, of light on surfaces where even the doorknobs and mirrors contain gleaming reflections'.

Dulce Domum was not finished until 1885 and, unusually for Grimshaw, the artist wrote a lengthy inscription on the reverse, alluding to some of the personal hardships he experienced during this time, such as the death of three of his children: 'mostly painted under great difficulties, but by God's grace finished 1885.' The painting was shown at both the Royal Academy and in Manchester, where it was sold to one of Grimshaw's patrons, Walter Battle, for £1,000. Commenting on the work at the RA show a writer in *The Times* notes that 'there is hardly to be found in the exhibition such another piece of sheer painting as the dress of the lady in the foreground.'

We are grateful to Alexander Robertson for confirming the attribution to John Atkinson Grimshaw.



68 *

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Still life with a Canton vase

signed and dated 'Atkinson Grimshaw 1876+' (lower right)
oil on card

34.5 x 23cm (13 9/16 x 9 1/16in).

£8,000 - 12,000

US\$11,000 - 16,000

€9,500 - 14,000

We are grateful to Alexander Robertson for confirming the attribution to John Atkinson Grimshaw.



John Atkinson Grimshaw, *Dulce Domum (Sweet Home)*, 1885
(Private Collection)

© Christie's Images/Bridgeman Images

69

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

A moonlit road

signed and dated 'Atkinson Grimshaw 1881+' (lower right)

oil on board

45 x 35cm (17 11/16 x 13 3/4in).

£120,000 - 180,000

US\$160,000 - 240,000

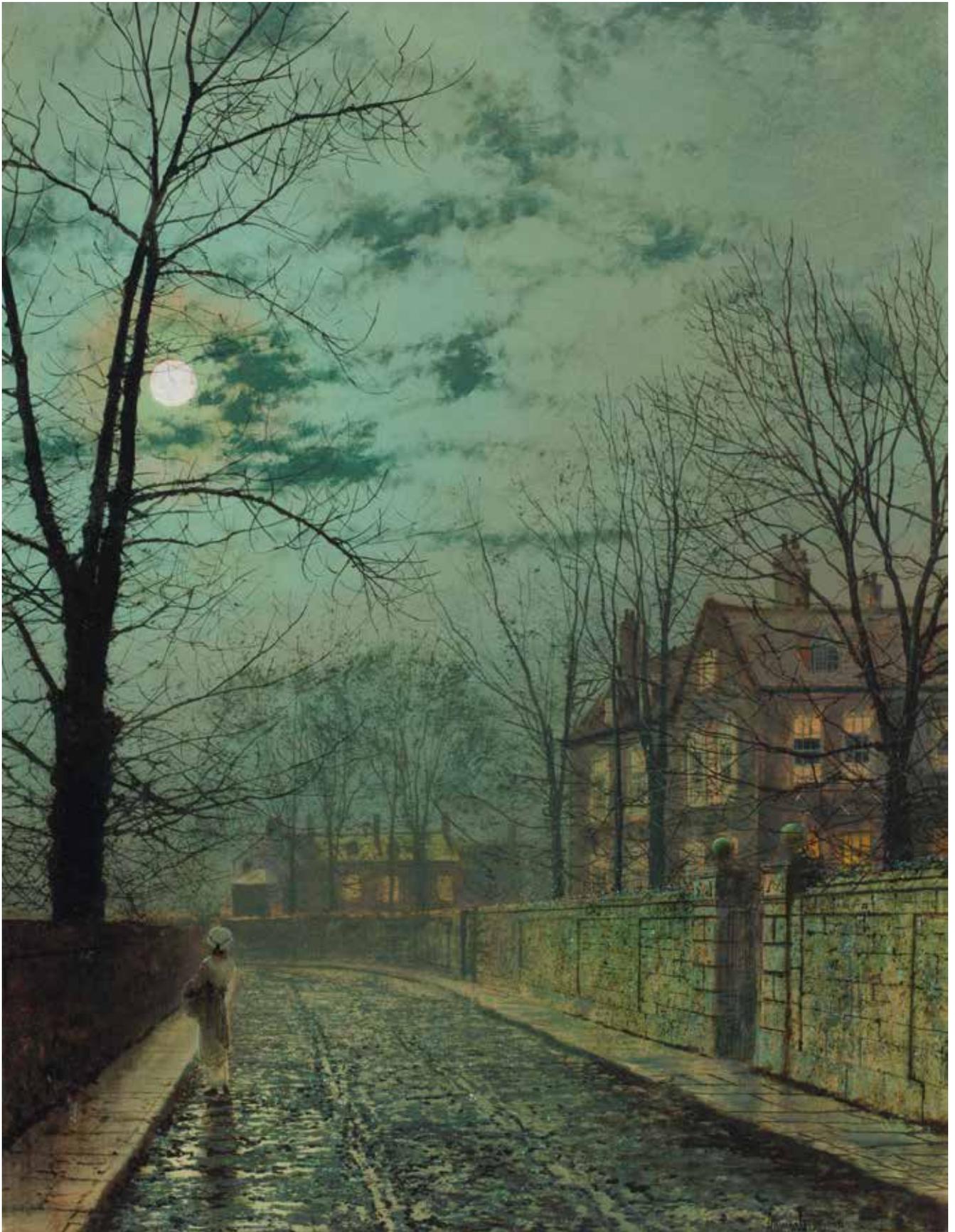
€140,000 - 210,000

Provenance

Sale, Christie's London, 29 November 1985, lot 15

Private collection, UK

We are grateful to Alexander Robertson for confirming the attribution to Atkinson Grimshaw on the basis of photographs.





Oswald Moser, *Self portrait*, 1938
 © The Russell-Cotes Art Gallery & Museum, Bournemouth



Oswald Moser, *The Lord of Creation*, 1937

70 AR

OSWALD MOSER (BRITISH, 1874-1953)

The Dwarf: Scene from the Tales of Richoux signed and dated 'OSWALD/MOSER. 1920.' (lower right), signed and inscribed with title on label on the reverse
 oil on canvas
 131.5 x 132.5cm (51 3/4 x 52 3/16in). diameter
 oval

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

Private collection, Liverpool (c.1920s)
 Private collection, Italy
 Acquired at auction by the father of the present owner in the early 1960s
 Private collection, Italy

Exhibited

London, Royal Academy, 1920, no.278
 Paris, Salon, 1922, no.1305

Literature

International Studio, Vol.71, New York, 1920, p.131, illustrated

Oswald Moser was born in Bedford Square, London and was the ninth child and youngest son of Robert and Elizabeth Moser. He studied at St John's Wood Art School, exhibiting widely between 1904 and 1940. The Paris Salon awarded him an Honourable Mention in 1907, and a Silver Medal in 1922 for the present lot.

The Dwarf: scene from the Tales of Richoux showcases Moser's diverse range of subject matter and style. The unusual scene seduces the viewer into a strange, colourful and mysterious world, coaxed in by the central dwarf figure who smiles mischievously out of the composition, directly at the viewer. The figures are closely bound within the confines of the circular composition, however, do not seemingly interact with one another. The vivid palette and busy composition give the viewer a strong sense of movement, with laughter and music emanating from the scene. The figure in the lower left is almost certainly a self-portrait of the artist, comparable to his 1938 *Self-Portrait*.

During World War I, Moser served as an officer in the Royal Navy Volunteer Reserve, where he also worked under marine artist Norman Wilkinson (1878-1971) to create dazzle camouflage for British ships to confuse the enemy at sea.

In 1937, his entry of *The Lord of Creation* to the Royal Academy's Annual Exhibition caused a public scandal and was subsequently removed from the walls. Later sold by Bonhams San Francisco in 2007, the painting depicts a crowned man wearing a collar and chain, being pulled along by a beautiful and resolute woman. The likeness of the crowned figure to Edward VIII was overwhelming, who had only the year before abdicated the throne in order to marry twice-divorced American socialite, Wallis Simpson (1896-1986). The Royal Academy told Moser that the painting 'appears certainly to allude to an affair which is a matter of especially painful regret to the public.' Moser denied the accusations, arguing that any similarities were coincidental and that the crown was 'purely symbolical of man's supposed superiority over birds and beasts.'

Moser married Mary Louise Murray, with whom he had one daughter, Denise Margot Moser (b.1916).





71 AR

EDGAR HUNT (BRITISH, 1876-1953)

A grey pony, goats and chickens in a farmyard
signed and dated 'E Hunt 1937' (lower right)
oil on canvas

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

£7,000 - 10,000

US\$9,200 - 13,000

€8,300 - 12,000

Provenance

with Richard Green, London
Private collection, UK



72^{AR}

EDGAR HUNT (BRITISH, 1876-1953)

Donkeys and chickens in a farmyard
signed and dated 'E Hunt 1927' (lower left)
oil on canvas

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

£7,000 - 10,000

US\$9,200 - 13,000

€8,300 - 12,000

Provenance

with Richard Green, London
Private collection, UK



73 AR

EDGAR HUNT (BRITISH, 1876-1953)

Feeding time

signed and dated 'E. Hunt 1933' (lower right)

oil on canvas

30 x 26cm (11 13/16 x 10 1/4in).

£4,000 - 6,000

US\$5,300 - 7,900

€4,700 - 7,100

Provenance

with Richard Green, London

Private collection, UK



74 AR

EDGAR HUNT (BRITISH, 1876-1953)

A pony and a goat feeding; Hens and chickens on the barn floor
a pair, each signed and dated 'E Hunt 1931' (lower right)
oil on canvas
each 20 x 28cm (7 7/8 x 11in).
(2)

£6,000 - 8,000

US\$7,900 - 11,000

€7,100 - 9,500

Provenance

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



75 AR

EDGAR HUNT (BRITISH, 1876-1953)

Chickens and doves by a wicker basket and trug
signed and dated 'E Hunt 1911' (lower right)

oil on canvas

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

£5,000 - 7,000

US\$6,600 - 9,200

€5,900 - 8,300

Provenance

Private collection, UK



76^{AR}

EDGAR HUNT (BRITISH, 1876-1953)

The final crumbs
signed and dated 'E Hunt 1933' (lower right)
oil on canvas
18 x 25.5cm (7 1/16 x 10 1/16in).

£2,500 - 3,500

US\$3,300 - 4,600

€3,000 - 4,100

Provenance

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



77 AR

EDGAR HUNT (BRITISH, 1876-1953)

Learning to swim

signed and dated 'E Hunt 1933' (lower right)

oil on canvas

20.5 x 36cm (8 1/16 x 14 3/16in).

£4,000 - 6,000

US\$5,300 - 7,900

€4,700 - 7,100

Provenance

with Richard Green, London

Private collection, UK



78^{AR}

EDGAR HUNT (BRITISH, 1876-1953)

A Happy Family

signed and dated 'E Hunt 1947' (lower left)

oil on board

29 x 39cm (11 7/16 x 15 3/8in).

£4,000 - 6,000

US\$5,300 - 7,900

€4,700 - 7,100



79

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Pheasant in winter

signed and dated 'Archibald Thorburn/1908' (lower left)
watercolour and bodycolour

27 x 37cm (10 5/8 x 14 9/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000

Provenance

Private collection, UK



80

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Woodcock in a winter landscape
signed 'Archibald Thorburn' (lower left)
watercolour and bodycolour
37 x 55cm (14 9/16 x 21 5/8in).

£35,000 - 45,000

US\$46,000 - 59,000

€41,000 - 53,000

Provenance

Private collection, UK



81

WILLIAM LOGSDAIL (BRITISH, 1859-1944)

Portrait of Josef Wolf (1820-1899)

oil on board

36 x 25cm (14 3/16 x 9 13/16in).

£4,000 - 6,000

US\$5,300 - 7,900

€4,700 - 7,100

Provenance

Sir George Buckston Browne (1850 - 1945)

By descent to Sir Hugh Lett, who married George Buckston Browne's daughter

Private collection, UK

Joseph Wolf, RI (1820-1899) was the greatest naturalist painter and illustrator of his generation. Born in Germany, Wolf worked for the British Museum from 1848, and contributed drawings to many important Ornithological publications, including John Gould's *Birds of Great Britain* and *Birds of Asia*.



After William Logsdail, *The Bank*, (detail), engraving (Private Collection)

© Look and Learn / Peter Jackson Collection / Bridgeman Images

Wolf's work was widely admired; Sir Edwin Landseer (1802-1873) described him as 'without exception, the best all-round animal artist who ever lived', while Charles Darwin noted his 'intimate study of veritable fact and detail - the positive forms, instincts, and habits, the minutiae of furs and plumages'. The Pre-Raphaelites admired his attention to detail and his insistence on painting from nature, and his work was a huge influence on many British wildlife painters, not least Archibald Thorburn (1860-1935), whose early studies of birds of prey were occasionally inscribed 'after J. Wolf'.

Wolf was also befriended by John William Waterhouse (1849-1917). Both men had studios in Primrose Hill, as did William Logsdail, a life-long friend of Waterhouse. Both Wolf and Waterhouse, together with other prominent Victorian artists such as Tom Lloyd and Lance Calkin, feature as models in Logsdail's major work *Bank and the Royal Exchange* (Royal Academy, 1887, no.723), where they appear on the top of the bus in the lower right foreground. In a letter written by Logsdail to a patron, the artist notes that 'the portrait figures on the bus [were] treated with almost the finish of careful miniature work'¹. Wolf features in the second row, reading a newspaper, and wearing a grey suit and black top-hat.

The present lot, once in the collection of the prominent surgeon Sir George Buckston Browne, shows Wolf holding a traditional German pipe.

¹Sotheby's London, 13 July 2010, notes to lot 102



82

WILLIAM LOGSDAIL (BRITISH, 1859-1944)

A corner of the Palazzo Camello, Venice
signed and dated 'W.Logsdail 1893' (lower left), signed and inscribed
with title on remnants of an old label on the reverse
oil on canvas
41 x 21cm (16 1/8 x 8 1/4in).

£2,000 - 3,000

US\$2,600 - 3,900

€2,400 - 3,500

Exhibited

London, New Gallery, *Summer Exhibition*, 1893



83

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

The Red Sail, Concarneau

signed 'Terrick Williams' (lower left), inscribed with title on the reverse
oil on canvas

27 x 41cm (10 5/8 x 16 1/8in).

£3,000 - 5,000

US\$3,900 - 6,600

€3,500 - 5,900



84

WALTER LANGLEY, RI (BRITISH, 1852-1922)

News of the Fleet

signed 'W.LANGLEY' (lower left)

watercolour

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

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000

Provenance

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

Private collection, UK

Literature

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

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

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

85

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

Trying them on

signed and dated 'A.CHEVALLIER TAYLER. 1892.' (lower left)

oil on canvas

53 x 79cm (20 7/8 x 31 1/8in).

£30,000 - 50,000

US\$39,000 - 66,000

€35,000 - 59,000

Provenance

Purchased from the Lovekin Estate, Birmingham, circa 1958

Thence by descent to the present owner

The present lot was painted in 1892, and shows the continuation of a theme of interiors, with which Chevallier Tayler started to enjoy critical success back in the late 1880s. A hugely popular figure among the artists of Newlyn, Tayler's first academy success came with *Bless, O God, these gifts to our use* (RA, 1887, sold Bonhams New York, 4 May 2016, lot 88). Stanhope Forbes, a great champion of Tayler's work, hoped the critical response to the work would invigorate Tayler, and indeed in the following year he produced a small number of important interiors, which are among his finest paintings; works such as *The council of three* (NEAC, 1888, sold Bonhams London, 23 January 2013, lot 96), *A Dress Rehearsal* (RA, 1888) and *The House of Cards* (1888), are all painted in sympathy with the principles of the Newlyn school.



86^{AR}

FREDERICK HALL (BRITISH, 1860-1948)

A Fisherman's Daughter

signed and dated 'FRED HALL/1886' (lower right)

oil on canvas

77 x 46cm (30 5/16 x 18 1/8in).

£30,000 - 50,000

US\$39,000 - 66,000

€35,000 - 59,000

Exhibited

London, New English Art Club, 1886, no.13

Literature

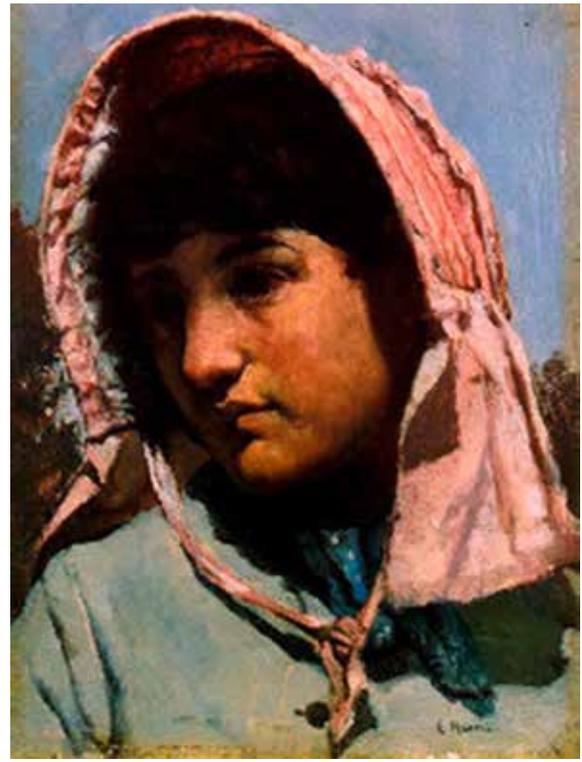
Pall Mall Gazette 'Extra', 'The New English Art Club', 1886, p.72,
illustrated in a line drawing

F.R. Gunzi, *Fred Hall, Naturalism, Caricature and the Luministe
Landscape*, 2016, p.8 (exhibition catalogue, Penlee House Gallery and
Museum)





[Fig. 1] Fred Hall, *Head study of a young girl*, 1886, sold Bonhams, 19 November 2008



[Fig. 2] Edwin Harris, *The Pink Bonnet*, c.1886, sold Bonhams, 12 March 2002

For all the mundanity of the task it represents, Fred Hall's *A Fisherman's Daughter* is an important rediscovery. The girl, wearing a pristine apron and white tunic stands in a whitewashed loft unravelling a 'Seine' net, one of the huge nets with numerous floats, used to trap large shoals of pilchards off the Cornish coast at Mount's Bay. Seen in use in Charles Napier Hemy's *How we caught the Pilchards*, 1885 (Walker Art Gallery, Liverpool), the net was an essential piece of equipment employed by the Newlyn fleet, before the advent of steam trawlers.¹ Because of its size, it must be hooked to a wall and offstage, a helper, perhaps the fisherman himself, may be conducting repairs. Furnishings in this Spartan interior – the stick-back chair, cheap engraving, lantern and earthenware – are those found elsewhere in the work of Frank Bramley, Walter Langley, Chevallier Tayler, Frank Bourdillon and other Newlyn painters.

Although indoors, the young woman wears a pink sun-bonnet – something in common usage by fieldworkers from the Scottish borders to the south-west, but which was now, in the opinion of Alice Meynell, dying out. 'It', according to the writer, 'shaded the wild-rose faces of girls, before the stale and second-hand habits of clothing had begun to prevail', and studying Fred Hall's *A Fisherman's Daughter*, we instantly realize that this girl, for all that her hands are swollen by rough labour, is conscious of how she appears.²

So too is the painter. A related head study [fig.1] reveals how alluring such a headdress could be, and its comparison with *The Pink Bonnet* [fig.2] by Edwin Harris indicates how closely integrated with other Newlyn School painters Hall, in a short time, had become.³

However, while these head studies of fisher-folk reveal the common endeavour of the Newlyn painters, for Hall they were merely a waystage to the greater ambitions of the present work. The twenty-four year old Hall had sampled the village ambiance in 1884 before settling there the following year. Trained, like Bramley at Lincoln School of Art, but under its new teacher, Alfred Webster, Hall had spent a year at the Academie Royale d'Anvers, in Antwerp under the rigorous

tutelage of Charles Verlat.⁵ After a brief recognizance in Walberswick, probably in the company of Walter Osborne, he returned to Cornwall and can be securely placed in the village in the winter of 1885-6, when the present canvas was painted.⁶

His mentors lay beyond the confines of Newlyn in the wider community of young British artists who had trained in the European ateliers and were influenced by the modern Naturalism of Jules Bastien-Lepage, promoted in Britain by George Clausen and Henry Herbert La Thangue.⁷ Illustrated alongside major works by these artists in the *Pall Mall Gazette* 'Extra', *A Fisherman's Daughter* can be identified as the artist's contribution to the first New English Art Club exhibition in April 1886 [fig. 3].⁸

Discussed in meetings of young artists throughout the previous winter, the club's formation was the first step in the emergence of a new avant-garde in British art.⁹ Members of the group were trained in foreign ateliers, painted *en plein air* using square-shaped brushes, and adopted subjects that, for the most part, were drawn from real life. With this naturalistic manner, they challenged the conservatism of the Royal Academy and were repelled with a vehemence similar to that which met the Pre-Raphaelite Brotherhood, some thirty-five years earlier. Naturalism, as the club's – and Hall's - early history makes clear, was the prelude to a fine-grained Impressionism.

However, in its first incarnation in 1886, the club relied heavily on works by artists of the Newlyn School and while Stanhope Forbes jockeyed for leadership, we should not neglect the superb aesthetic quality of works like *A Fisherman's Daughter*. It is, in Whistlerian terms, a 'harmony' in whites; the handling, crisp and confident. To some extent this is a by-product of the use of chisel-shaped brushes for cross-hatching forms to give them solidity, but it also subtly differentiates the work from that of later European proponents of *l'art sociale*, and places it alongside that of sophisticated 'aesthete' Naturalists such as Dagnan-Bouveret and Jules-Alexis Meunier.



[Fig. 3] After Fred Hall, *A Fisherman's Daughter*, 1886, 'original sketch' from *Pall Mall Gazette 'Extra'*, 1886, p.72

In 1902 when a Newlyn School retrospective exhibition was held at the Whitechapel Art Gallery, Charles Lewis Hind referred to Fred Hall as one of the group, 'by accident not design'. Hall's 'glowing landscapes' were seen to come from 'another source', and 'his gift for caricature has nothing in common with Newlyn sobriety'.¹⁰ Although intensely committed in the mid-1880s, Hall, like Chevallier Tayler, was a semi-detached member of the group. Moving temporarily to Porlock in Somerset in the summer 1888 where he spent at least eighteen months before returning to Newlyn and finally leaving Cornwall in 1898, just as the dogmatic Forbes was setting up his art school. The glory days were over and the moment when a fisherman's daughter first took up her pose, unravelling a Seine net, had long passed.

¹See also Napier Hemy's monumental *Pilchards*, 1897 (Tate), Percy Craft's *Tucking a School of Pilchards*, 1897 (Penlee House Gallery, Penzance), and Stanhope Forbes's *The Seine Boat*, 1904 (Private Collection).

²A. Meynell, *The Art Journal*, 'Newlyn', 1889, p.139. It may be that such bonnets remained in use until the early twentieth century in remote areas. One of the women in Stanhope Forbes's *The Fleet in Sight*, 1911 (Private Collection), for instance, wears such a bonnet. For an interesting discussion of working women's attire in Newlyn see Mary O'Neill, *Art and Artifice*, 'Cornwall's 'Fisherfolk'', 2014 (Sansom), pp.43-59.

³Hall and Harris appear to have produced closely comparable head studies of the same models; see Hall's *Portrait of a Fisher Boy* and Harris's *Boy Wearing a Hat*.

⁴Hall showed *An Orchard Scene near Newlyn, Cornwall* at the Society of British Artists in the winter of 1884/5, probably the picture mistitled Autumn 1918, the cover illustration for F.R. Gunzi, *Fred Hall*, 2016.

⁵Alfred George Webster (1852-1916) was George Clausen's brother-in-law; for British students in Antwerp, see Jeanne Sheehy, *Art History*, 'The Flight from South Kensington, British Artists at the Antwerp Academy, 1877-1885', vol.20, 1997, pp.124-153.

⁶The first reference to Hall in Stanhope Forbes' letters (Hyman Keitman Archive, Tate Britain) occurs when he attended Forbes' birthday dinner with Frank Bramley and William Banks Fortescue on 8 November 1885.

⁷Hall's awareness of Clausen's work is indicated in *An Orchard near Newlyn, Cornwall*, 1884 (sold Bonhams 2 July 2002, lot 6, see note 4).

⁸Clausen's *Shepherdess*, 1885 (Walker Art Gallery, Liverpool) and La Thangue's *In the Dauphiné*, 1884-6 (Private Collection), appeared alongside *A Fisherman's Daughter* on the same page of the *Pall Mall Gazette 'Extra'*, illustrated from the artist's original sketches. F.R. Gunzi (*Fred Hall*, 2016, p.8) appears to conflate the title of the present work with that of *Old Birds*, one of Hall's exhibits at the Royal Academy in 1887. This latter work, quite different in character, showing an old woman plucking a goose, was illustrated from an original sketch in the *Pall Mall Gazette 'Extra'*, 1887, p.14.

⁹K. McConkey, *The New English, A History of the New English Art Club*, 2006 (RA Publications), pp.29-42.

¹⁰C.L.H., *The Academy and Literature*, 'Art: From Newlyn to Whitechapel', 5 April 1902, p.369. R. Jope-Slade, *Black and White Handbook to the Royal Academy and New Gallery*, 'The Outsiders', 1893, p.25, gives the erroneous impression that Hall had been 'ten years a Newlyn'.

We are grateful to Professor Kenneth McConkey for his assistance in cataloguing this lot.

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

Roadside trees, afternoon
signed 'G CLAUSEN' (lower right)
oil on canvas
61 x 51cm (24 x 20 1/16in).

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

Sale, Christie's London, Artist's studio sale, 19 October 1945, lot 148, sold for 40 guineas

Sale, Christie's London, 11 March 1994, lot 7
with Nicholas Brown Gallery, Amersham, 1994
Private collection, UK

Exhibited

London, Leicester Galleries, *Paintings and Drawings by George Clausen RA, RWS*, 1912, no.6

Literature

The Athenaeum, 'Paintings and Drawings by Mr George Clausen', 19 October 1912, p.453

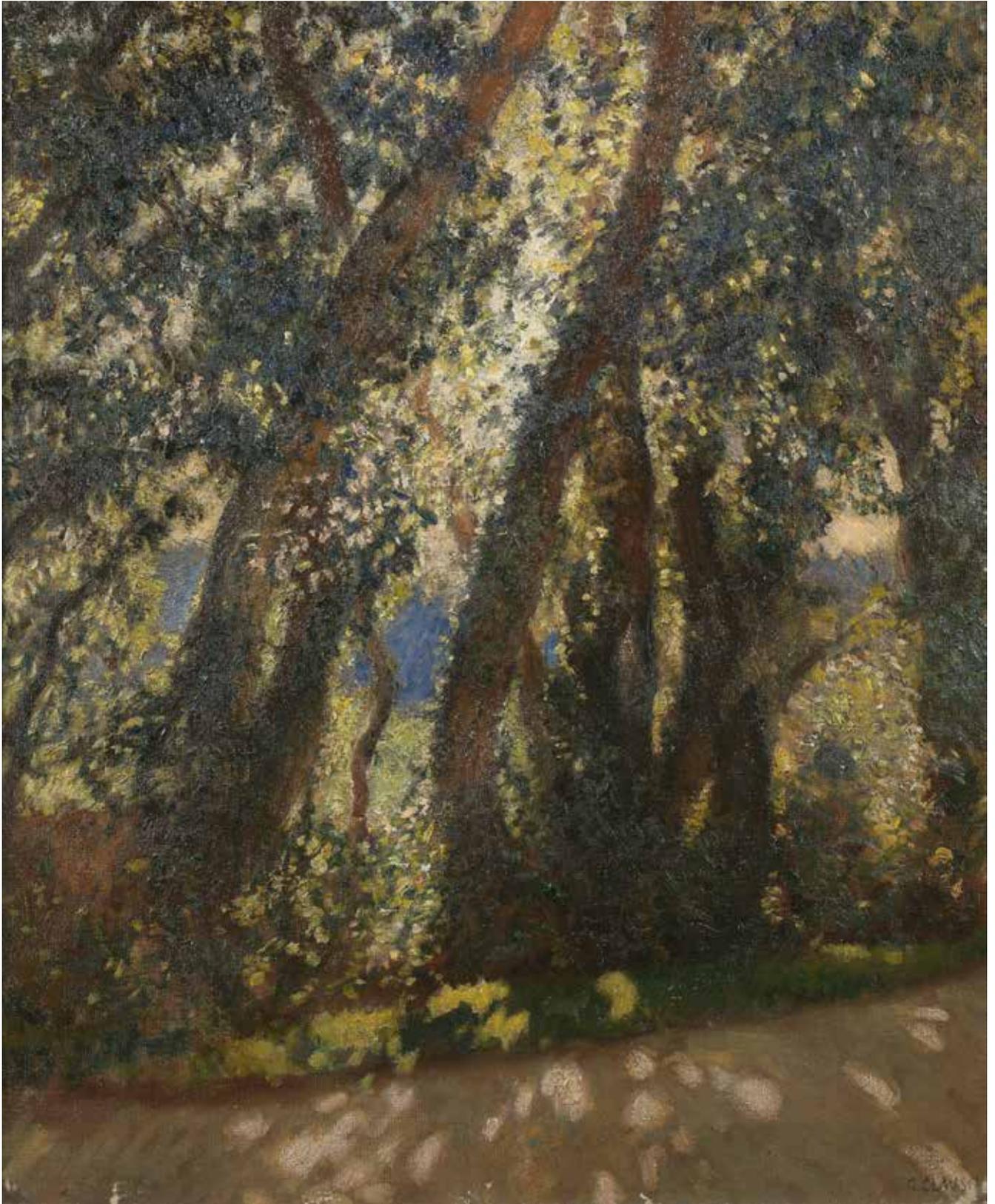
In October 1912 George Clausen staged an exhibition of new work at the Leicester Galleries which was favourably received. Despite the fact that at this point in his career he was caught up in 'public service' – planning and delivering art school curricula in the Royal Academy Schools, the Slade, the British School at Rome, and for the Girls Public Day School Trust – he was still committed to experimentation, according to *The Athenaeum*. Comparing the present work with the 'homely' cottage garden pictures of his friend, the recently deceased James Charles, its reviewer found Clausen's work 'more occupied with the science of appearances' and, in common with others, remarked on his undiminished taste for experimentation. At the same time, *The Studio* (vol.LVII, 1912, p.156) commented particularly on 'his interpretation of sunlight, broken by the contours of thickly foliaged branches of great trees in country lanes ...'. Clearly the present canvas was much in mind.

Clausen had a habit of quoting Manet's dictum that 'light is the most important person in a picture' and for him the country lanes of Essex provided sensations equivalent to the Fontainebleau *sous bois* of the Barbizon painters. Like their successors, the Impressionists, he was enthralled by fractured sunlight that fell through foliage. A clump of ivy-clad trees was enough to hold his attention on many occasions. There was a world of colour in the swaying boughs, and for him, their movement, bending and fluttering in a summer breeze, was life itself. With his pupils at the Royal Academy Schools he would reflect on the difficulty of painting a tree 'and making it live'. Painstaking study of the parts seldom added up to the sense of the whole – the sense 'that a tree gives us when we look at it in passing ...'. Immersed in 'the infinity of detail ... we miss it somehow'. To catch the spirit of a group of trees, students must see the whole, '... spreading up and rounding into the sky, with light shining on it and through it' (*Lectures*, 1913, p.101). In short, it was more important to feel for nature's pulse than to carry out an autopsy.

The country lane, used almost exclusively in the Edwardian years by fieldworkers, plough-horses and livestock, provided these reflections, as much as the setting for works such as Clausen's *The Gleaners Returning*, 1908 (Tate), to which the present canvas relates.

While in the inter-war period these quiet roads began to be invaded by cyclists, motor-cars and day-trippers – in 1912 they remained simple haunts for the painter in which an unprepossessing group of roadside trees was enough to recharge that powerful consciousness of the animating force of nature.

We are grateful to Professor Kenneth McConkey for his assistance in cataloguing this lot.



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

Eight sketches and preparatory studies
sold with *A Time of Harvest, Drawings and Pastels by Sir George Clausen, RA 1949* exhibition catalogue, The Arts Council, with introduction and inscription by Jack Wood Palmer. (9)

£3,000 - 5,000

US\$3,900 - 6,600

€3,500 - 5,900

Provenance

Mr. Ralph Fastnedge DFC (Curator of the Lady Lever Art Gallery, Port Sunlight)

Thence by descent

Literature

K. McConkey, *George Clausen and the Picture of English Rural Life*, 2012

K. McConkey, *Sir George Clausen RA, RWS, 1852-1944*, 1980 (exhibition catalogue, Bradford and Tyne and Wear Museums)

This important group of drawings, taken with lot 89, illustrate many facets of Clausen's career from the late 1880s to the early 1940s. Not only do they reveal an interesting range of subject matter, they also demonstrate the variety of media deployed - graphite, pastel and watercolour. We can assume that Jack Wood Palmer of the Arts Council had a hand in their selection. In some instances 'GC' inscriptions were added in the late 1940s by the artist's son, Hugh Clausen.

We are grateful to Professor Kenneth McConkey for his assistance in cataloguing this lot.



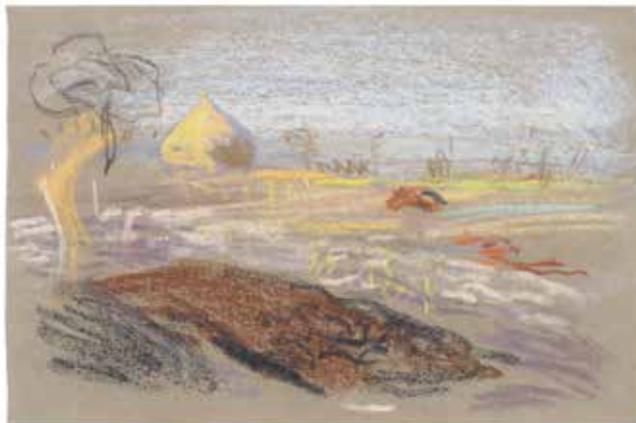
ii Study of two country girls
pastel and graphite, 37 x 24cm (14 1/2 x 9 1/2in)
verso, a light unfinished drawing of fieldworkers

With the inauguration of pastel exhibitions at the Grosvenor Gallery in 1888, a revival of the medium was underway. Clausen, on friendly terms with the gallery's director, Sir Coutts Lindsay, had already used pastel during his years in Hertfordshire, 1881-4. Large sketchbooks containing thin buff paper became available at the end of the decade, and this support accentuated the vivid colour of the medium. Its use facilitated experimentation that would have a lasting impact on his oil technique. The present pastel, c. 1889, may represent the younger sisters of his model, Polly Baldwin.



i Study for *The Scareboy*, 1887
watercolour and bodycolour, 23 x 22.5cm (9 x 9in)

The present watercolour relates to Clausen's oil painting *Bird Scaring* 1887 (Private Collection, see McConkey, 2012, p.82 illus). An uncoloured ink drawing is in the Royal Academy of Arts Collection. The subject was also reprised as *Crow Starving* (unlocated, McConkey, p.98)



iii The Haystack
pastel on buff paper, 23 x 35cm (9 x 13 3/4in)



iv The Cottage Garden
pastel on buff paper, 20 x 29cm (8 x 11 1/2in)

Drawings **iii** and **iv** are likely to have been rapidly sketched not long after Clausen's removal to Widdington in Essex in 1891. Other closely related field studies of a similar size are in the Royal Academy collection.



v Study for *Gleaners Coming Home*, 1904
coloured chalks, 39 x 28cm (15 1/4 x 11in)

When he left London for the countryside in 1881, Clausen's subject matter changed radically and he immediately embarked on a painting of *Gleaners* (Private collection). One of his first forays into the Rural Naturalism of Bastien-Lepage, it represents a group of women and children in an open field, their actions, as in a snapshot, for the most part uncoordinated. During the next twenty years this humble activity was studied with greater sophistication. Groups adopted a characteristic rhythm, and the dynamic movement of individual figures was drawn and redrawn, as Naturalism gave way to more Impressionistic techniques. The present study represents the right hand figure in Clausen's monumental *Gleaners Coming Home*, 1904, (Tate). Other studies are in the Victoria and Albert Museum, and an etching of the figure was also made (see McConkey, 2012, p.140, illus).



vi A Girl's Head
graphite, 26 x 18cm (10 1/4 x 7in)

The present drawing is one of a series c. 1912-14, possibly of Dorothy (Dolly) Henry, related to paintings of classical figures, culminating in *Primavera*, 1914 (see McConkey, 2012, pp.158, 165).



vii Study for *The Old Tree*
watercolour, 34 x 42cm (13 1/4 x 16 1/4in)

From his student days Clausen was an admirer of the work of Jean-François Millet. In the 1880s he had collected Millet's etchings. One of the French artist's celebrated motifs in *Peasants pulling a pig*, (*The Pig Killers*), 1867-70 (National Gallery of Canada) shows a tug of war which Clausen has translated into the removal of a stubborn dead tree stump in the present sketch. A more finished version, c.1920, is contained in the Holburne Museum, Bath (see McConkey, 1980, p.101, no.141).



viii Study for *The Nativity*
ink and watercolour, 17 x 22cm (6 3/4 x 8 3/4in)
verso, a pencil study for *The Nativity*

The present study, painted around 1940, relates to one of Clausen's final projects, *The Nativity* (Sheffield City Art Galleries, see McConkey, 1980, p.111; McConkey, 2012, p.203). The subject was inspired by his longstanding admiration for Rembrandt's *Adoration of the Shepherds*, 1646 (National Gallery, London). A further study is contained in the Holburne Museum, Bath.



89

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

Study for *Summer in the Fields*, circa 1897

signed with initials (lower right)

charcoal and chalk

30.5 x 20.5cm (12 x 8 1/16in).

£2,000 - 3,000

US\$2,600 - 3,900

€2,400 - 3,500

Provenance

Mr. Ralph Fastnedge DFC (Curator of the Lady Lever Art Gallery, Port Sunlight)

Thence by descent

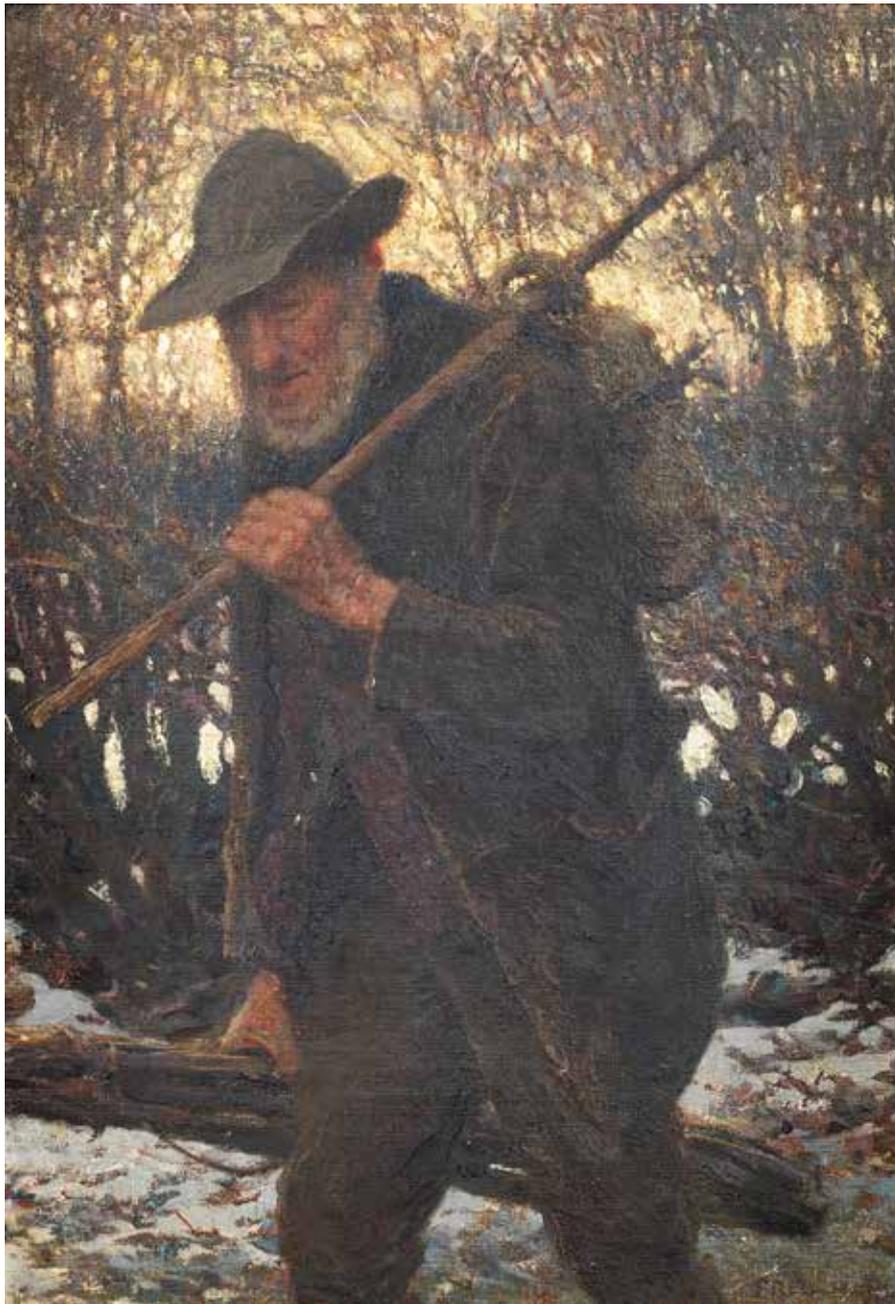
Children resting in the fields at hay-time and harvest remained one of Clausen's most important subjects during the years up to his return to permanent residence in London in 1905. The present study is one of several to be connected with Clausen's *Summer in the Fields* [fig.1], a painting that underwent a long period of gestation around 1897.

In some sketches the head faces left, in others, right. Often at this time, in planning a composition the artist would reverse figures using tracing paper. Other studies exist in the Victoria and Albert Museum and in private collections, and the girl may be based on Emmy Wright a Widdington child who began to pose for the artist within eighteen months of his arrival in the village.

We are grateful to Professor Kenneth McConkey for his assistance in cataloguing this lot.



[Fig. 1] George Clausen, *Summer in the Fields* 1897 (Private Collection)



90^{AR}

FREDERICK HALL (BRITISH, 1860-1948)

Winter

signed 'FRED HALL' (lower right)

oil on canvas

45 x 32cm (17 11/16 x 12 5/8in).

£7,000 - 10,000

US\$9,200 - 13,000

€8,300 - 12,000

The present lot features the same model as Hall's 1913 work *Homeward*, now in the collection of the Grundy Art Gallery, Blackpool, which depicts an elderly man carrying faggots home along a woodland path.



91 AR

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

Ponies grazing on Exmoor
signed 'A.J.Munnings' (lower left)
oil on panel
18 x 25.5cm (7 1/16 x 10 1/16in).

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000



92 AR

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

Exmoor Ponies

signed 'A.J.Munnings' (lower left)

oil on panel

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

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

93 *

SIR ALFRED EAST, RA, RI, PRBA (BRITISH, 1849-1913)

A Distant View of Kobe and the Inland Sea (Japanese Tea Garden in Kobe)

signed and dated '89.90/ALFRED/EAST' (lower right), Japanese *hanko* name stamp (lower left)

oil on canvas

90 x 152cm (35 7/16 x 59 13/16in).

£15,000 - 20,000

US\$20,000 - 26,000

€18,000 - 24,000

Provenance

Acquired by Mrs Vivien Green on behalf of the present owner's father, c.1965

Thence by descent

Exhibited

London, Fine Art Society, *Pictures and Drawings of Japan by Alfred East, RI*, 1890, no.98 (as *A Distant View of Kobe and the Inland Sea*. Bright day; tea-house with a Ya-Ye plum tree)

London, Fine Art Society, *Opening the Window, British Artists in Meiji Japan, 1880-1900*, 1991, no.1

Literature

Glasgow Herald, 'Our London Correspondent', 3 March 1890, p.9

The Graphic, 'Pictures of Japan', 15 March 1890, p.19

Liverpool Mercury, 'Our London Correspondent', 1 March 1890, p.5

London Daily News, 'Pictures of Japan', 4 March 1890, p.7

London Evening Standard, 'Mr Alfred East's Exhibition', 2 March 1890, p.2

The Magazine of Art, 'The Chronicle of Art', 1890

The Morning Post, 'The Fine Art Society', 8 March 1890, p.3

Pall Mall Gazette, 'Japan in Bond Street', 6 March 1890, p.2

Yorkshire Post, 'Notes on Current Topics', 3 March 1890, p.4

P. Johnson and K. McConkey, *Alfred East, Lyrical Landscape Painter*, 2009, p.56





[Fig. 1] Private View invitation for *Pictures of Japan* by Alfred East, RI, The Fine Art Society, March 1890

In 1888, the Managing Director of the Fine Art Society, Marcus Bourne Huish, a noted *japoniste*, brought an interesting commission to Alfred East, one of the rising stars of British landscape painting. He would travel to Japan in order to record its countryside and the way of life of its people.¹ Prior to this, artists' exploration of the exotic 'land of the rising sun' was restricted, and the first travellers were not encouraged to venture beyond the 'concession' ports. Huish was probably motivated by the recent success of his rival, the Dowdeswell Gallery, which had dispatched Mortimer Menpes to Japan the previous year. Yet beyond its streets and shopfronts, the Australian painter had not strayed. And thus, East was given a brief that while it was not explicitly topographical – photographs could do that – was to address the spirit of the place and capture its colours, shapes and forms.

The artist set sail from Tilbury on 13 December 1888 with three travelling companions, Charles Holme, later editor of *The Studio*, and Mr and Mrs Arthur Lazenby Liberty, proprietors of the famous Regent Street department store.² After brief stops in Egypt, Ceylon, Hong Kong and China, they eventually anchored in Nagasaki harbour in March 1889. East was instantly charmed by what he found and when his companions moved on, he remained, sketching in the town. They had agreed to rendez-vous at Kobe three weeks later, and again, from there, East elected to travel alone, accompanied by his 'boy', Yoshi, to Osaka and Kyoto. From there he moved on to Lake Biwa, and on to Tokyo where he bade farewell to his fellow-travellers who were going back to Britain. He then visited Hakone and voyaged overland, north to Nikko, before his own eventual return to London in September.

East's vantage point for the present canvas, the largest he may have begun in Japan, shows the recently established Treaty port of Kobe across the calm bay area at the north-eastern extremity of the Inland Sea (*Seto-no Uchi Umi*). The large island of Shikoku, unseen, lies off to the left and the hills beyond the port are those of the Rokkō range. Most of East's other Japanese works are small oil sketches, watercolours and drawings. The extended dating for *A Distant view of Kobe and the Inland Sea* - '89-90', close to East's signature, lower right - suggests that the work was completed soon after his return and in time for his Fine Art Society exhibition. This is likely to be confirmed by the *hanko* or name stamp, a transliteration of East's name into Japanese characters, visible in the lower left-hand corner of the canvas.

For his part, the artist was unimpressed by modern Kobe and after a day's shopping he records that he 'went to a little village with clustering gardens of plum blossoms'. Working in the 'keen and bracing' air under a 'powerful' sun his face was 'almost raw' and the following day, his boy had to hold a borrowed umbrella over his head as painted.³ We may assume that these jottings refer to the realisation of the present work.

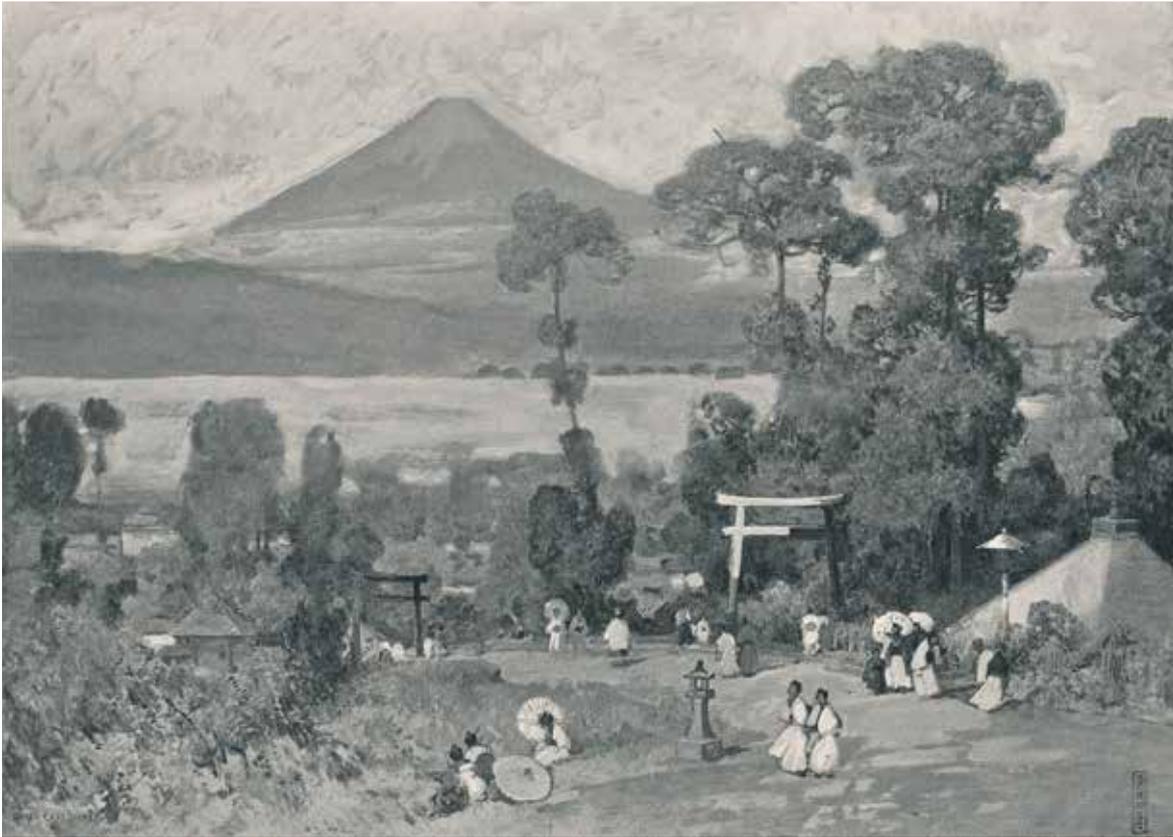
When it was exhibited in the Fine Art Society, a lengthy note in the catalogue by Dr JA Junker explains that although Kobe was a modern 'European' city, the roots of its ancient centre dated back to Kiyo-Mori, the Japanese ruler of the twelfth century and 'the site and the environs ... are of unsurpassed beauty'.⁴ The viewpoint is taken from the entrance to a tea-house on the road to Osaka, at the village of Sumi-yoshi, which includes a small *Shinto* shrine signified by the characteristic *Tori* gateway on the right of the canvas. To the left, the barley fields, now fresh and green, roll away towards the sea. The weary traveller's approach to the tea-house (*Chi-ya*) which marks the entrance to the shrine, is signalled by lanterns and sign-boards. According to Junker, this specific canvas showing the port and its adjacent fields was, 'of truly Japanese character', having been selected because it was 'not marred by foreign influence'.⁵

While this may be true, East was clearly unwilling to sacrifice the advances of the western naturalistic landscape tradition and in *A Distant view of Kobe and the Inland Sea* he returns to a classic compositional format that takes us back to canvases recently produced in the Vale of Teith in Scotland. Works such as *The Land between the Lochs* (unlocated) frequently frame a vista of river or lake with trees on the right. The essential difference here of course, being that 'Ya-Ye', the eight-fold white plum blossom, resplendent at this time of year, is that favoured by Japanese printmakers and echoed in the *japoniste* pastiches of Vincent Van Gogh. Blossom was of course, the motif selected for the design of East's private view card [fig. 1].

East's exhibition drew plaudits from the press because, as one critic remarked, unlike 'cloudcuckootown' representations of the country, he was 'diving into reality'.⁶ More specifically, in the present work, a reviewer found 'one of the best landscapes Mr East has ever painted', its 'limpid air' being like 'that of Normandy in May'.⁷ Elsewhere the press waxed lyrical. The picture was among 'the chief successes of the exhibition', and 'admirable for its rendering of suffused light and space, and for the subtle skill with which the brilliant local tints are harmonized'. These are typical of the expressions of approval.⁸ Referring to the 'soft warm colouring of Japanese landscapes', *The Yorkshire Post*, waxed poetical on, 'the still quiet beauty of its inland seas' that,

... find adequate expression equally with the rural life of its sunny hearted people, with their pretty tea-houses embowered in foliage, their quaint temples, their charming ladies promenading beneath plum trees aglow with glorious white bloom ...⁹

In a more expansive note, the *Glasgow Herald* placed East's work in the context of that of his peers. While Mortimer Menpes, two years earlier, had made a 'painter's dream' of Japanese life, he had 'made the country the field of an extensive and detailed exploration'; he had gone beyond the tourist trails and was quite unaffected by the current 'Japanese fad' in London.¹⁰ Arguably, in artistic terms, this had begun with Whistler's *japonisme* of the 1860s, but it was set to develop rapidly in the ensuing decades with the spread of Aestheticism. Following the Iwakura Mission of senior diplomats from the Meiji government in 1872, and the extensive trade links which were established, the British fascination with Japan developed rapidly with the founding of a small colourful Japanese community in Knightsbridge and in 1885, the popular imagination was caught by the first production of WS Gilbert and Arthur Sullivan's *The Mikado*. East, however, had provided a new perspective that took the serious observer way beyond the 'mighty troops of Titipu'.



[Fig. 2] Alfred East, *The Land of the Rising Sun, Fuji-Yama from above Hakone*, 1904 (location unknown)

So popular was the exhibition that two-thirds of the pictures were sold at the Private View. Their appearance coincided with the publication of Siegfried Bing's sumptuous *Artistic Japan*, the scholarly writings of William Anderson, former doctor to the British Legation in Japan, and ultimately, some eighteen months after his exhibition, contributed to the formation of the Japan Society, of which East was a founder member. Back in the spring of 1890 however, the Huish commission had left him ill and exhausted.¹¹ In April he set off to Italy for rest and recuperation, and although he was never to repeat the arduous journey to Japan, it remained continuously in his thoughts and gave rise to his own 'painter's dream', in works such as *Sayanara*, 1897 (Private Collection), *The Land of the Rising Sun*, 1904 [fig. 2] and *Haru-no-Yuki (Snow in Spring)*, 1906 (unlocated). And although these reveries splendidly evoke that lingering oriental love affair, they lack the vital freshness of the warm spring day in 1890 when, heedless of the sun, East stood by the entrance to a teahouse and looked over the Inland Sea towards Kobe.

We are grateful to Professor Kenneth McConkey for his assistance in cataloguing this lot.

¹P. Johnson and K. McConkey, *Alfred East, Lyrical Landscape Painter*, 2009 (Sansom & Co), pp.15-18, 44-47

²See Sir Hugh Cortazzi ed. & introd., *A British Artist in Meiji Japan*, 1991 (In Print, Special ed. to commemorate the centenary of the Japan Society); Toni Huberman, Sonia Ashmore and Yasuko Suga eds., *The Diary of Charles Holme's 1889 Visit to Japan and North America*, 2008 (Global Oriental); Liberty's journal (Private Collection) remains unpublished.

³Cortazzi ed., p.26

⁴Dr J.A. Junker, (Introduction and Notes), *Catalogue of a Collection of Pictures and Drawings of Japan by Alfred East RA*, The Fine Art Society, 1890, p.23

⁵*ibid.*, p.6

⁶*The Spectator*, 'Art – The Japanese Exhibition', 15 March 1890, p.373; quoted in Johnson and McConkey, 2009, p.46

⁷*The Magazine of Art*, 'The Chronicle of Art', 1890

⁸*Pall Mall Gazette*, 'Japan in Bond Street', 6 March 1890, p.2; *The Graphic*, 'Pictures of Japan', 15 March 1890, p.19

⁹*Yorkshire Post*, 'Notes on Current Topics', 3 March 1890, p.4

¹⁰*Glasgow Herald*, 'Our London Correspondent', 3 March 1890, p.9

¹¹H. Quilter, *The Universal Review*, from Notes by Alfred East, 'A Trip to Japan', 1890, vol.6, pp.331-346, 508-522

94^{AR}

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

A ballet dancer

signed 'Laura Knight' (lower left)

oil on canvas

59.5 x 46cm (23 7/16 x 18 1/8in).

£30,000 - 50,000

US\$39,000 - 66,000

€35,000 - 59,000

Provenance

Sale, Phillips London, 16 June 1987, lot 45

Sale, Christie's London, 10 November 1988, lot 151

with David Messum, London, 1989

Private collection, UK

Soon after moving to London with her husband, Harold, in 1919, Knight was invited backstage during the third season of the Ballets Russes. According to Knight, 'this put a proper finish to [her] nostalgia for the sea'.¹ She became close friends with Russian ballerina Lydia Lopokova (1892-1981), who allowed Knight to use her dressing room as a studio, a privilege she describes vividly in her autobiography:

'The dressing room of such a ballerina has a unique glamour. The dressing-table, crowded with pots of creams, powder puffs, trays of make-up, a comb, and pink ballet-shoes with ribbons hanging down [...] Lydia's own dainty figure is seen as she steps into the round opening of her white tarlatan skirt. Into this she lifts her lovely limbs clad in rose-coloured silk, all ashine in movement.'²

The present lot is an excellent example of Knight's unique backstage experience observing the dancers. Various colourful costumes are draped around the dressing room, with the strong light of the dressing table mirror echoing the dramatic effect of a stage spotlight, illuminating her slight figure and the stiffly starched texture of her white skirt. The shadowed background hints at the unseen buzz of activity and anticipation beyond – the orchestra tuning up, dancers loosening up their limbs in the *coulisses*, the excited murmur of the audience taking their seats. Knight captures a very intimate moment with the ballerina, her stance centred and steady, taking a moment to herself to reflect before leaving her dressing room for the performance.

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

¹L. Knight, *The Magic of a Line*, London, 1965, p.152-3

²*ibid.*, p.157







95^{AR}

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

Five studies of Cecilia

signed 'W.RUSSELL FLINT.' (lower right)

watercolour

25 x 56.5cm (9 13/16 x 22 1/4in).

£40,000 - 60,000

US\$53,000 - 79,000

€47,000 - 71,000

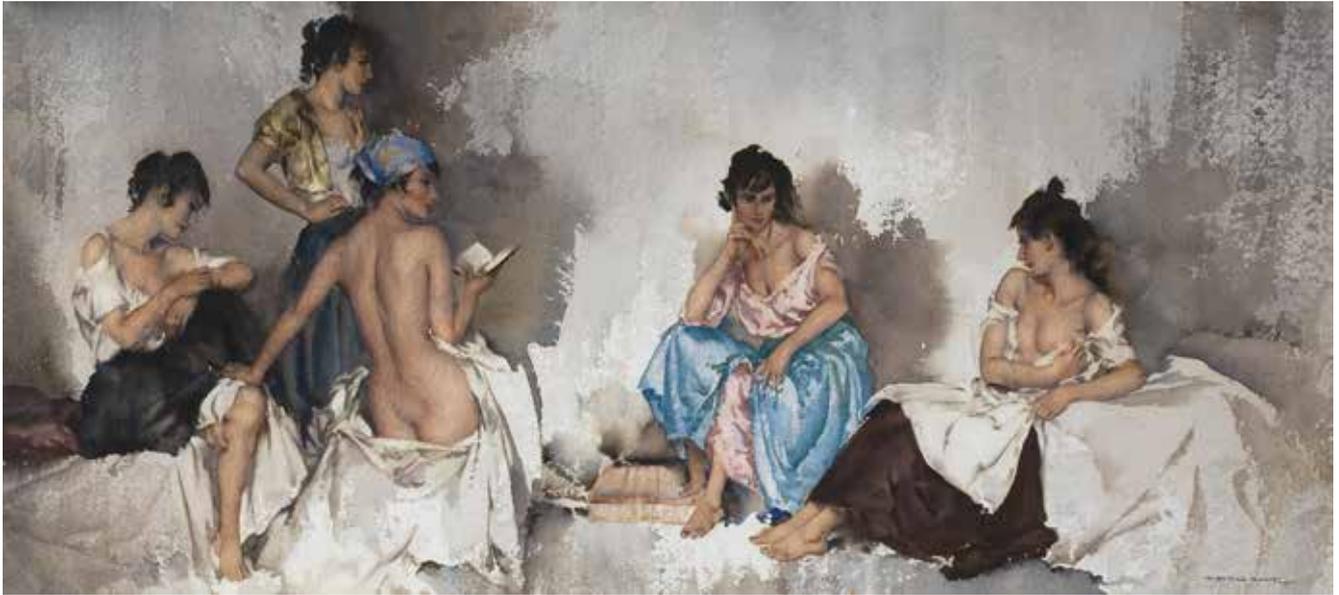
Provenance

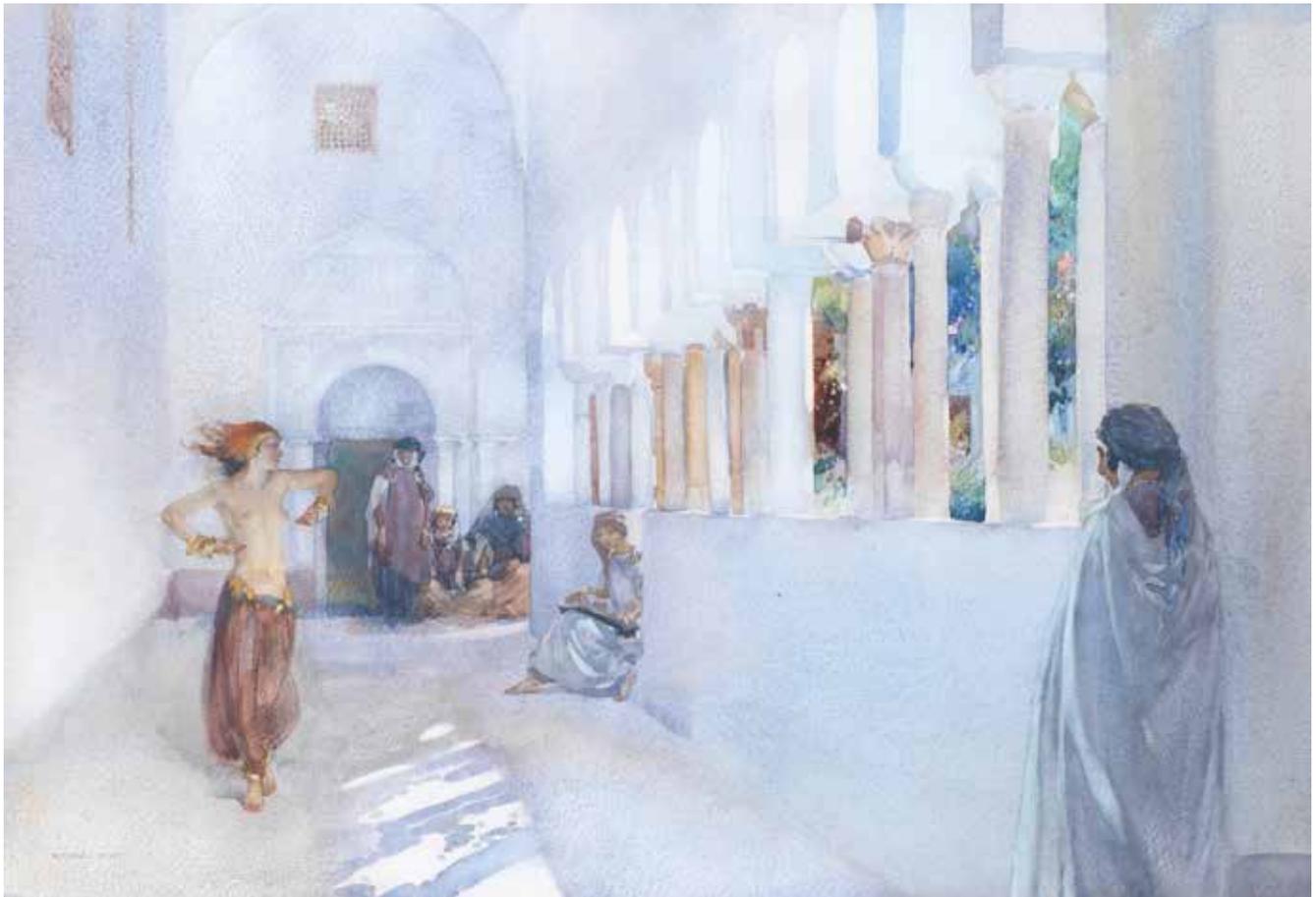
with Sir William Russell Flint Galleries Ltd., Bristol (1988)

with Michael Stewart Fine Art Ltd., Bristol

Private collection, UK

This watercolour was reproduced by Michael Stewart Fine Art in 1981
as a limited edition print in an edition of 850.





96 AR

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

The Paid Dancer

signed 'W.RUSSELL FLINT' (lower left)

watercolour

35.5 x 51.5cm (14 x 20 1/4in).

£8,000 - 12,000

US\$11,000 - 16,000

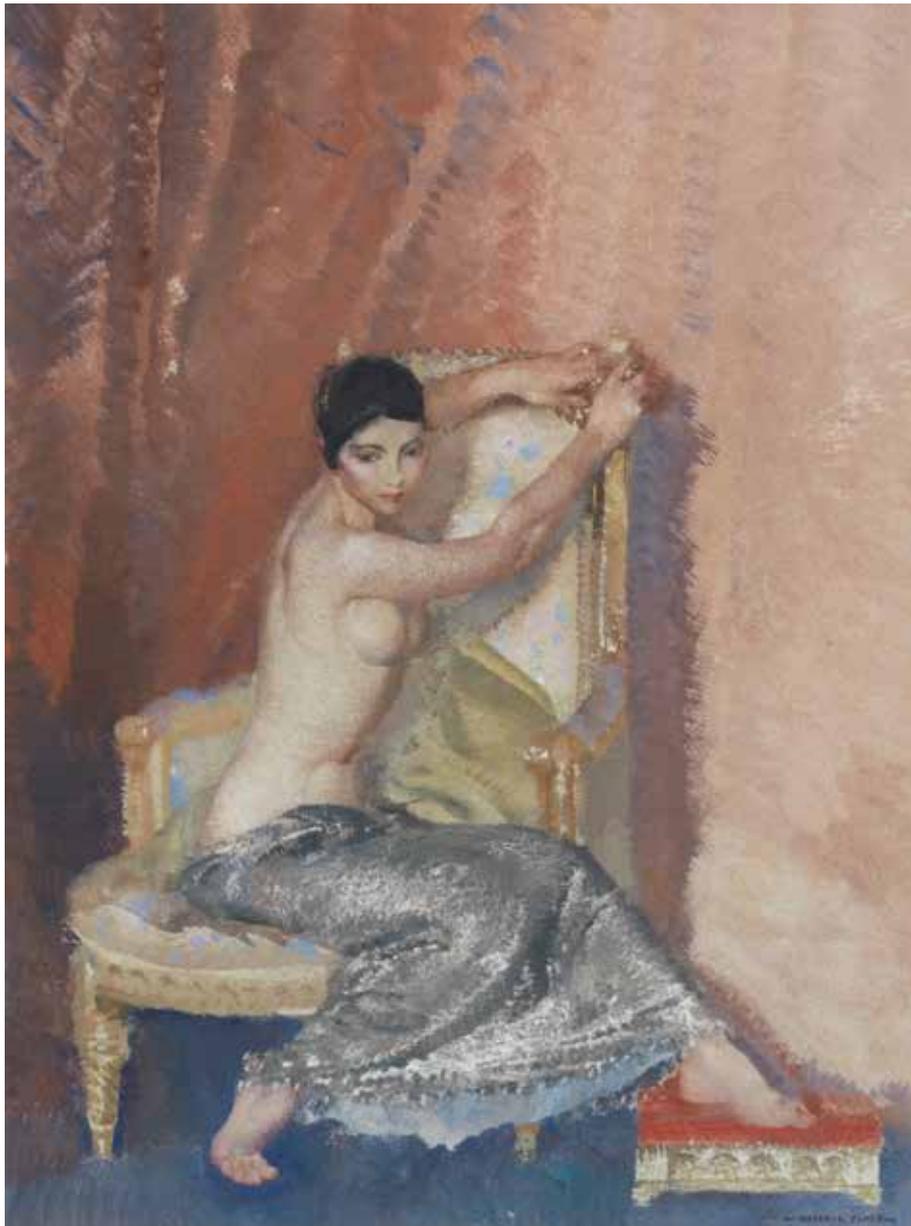
€9,500 - 14,000

In the catalogue of his 1962 one-man exhibition at the Royal Academy, Flint wrote:

'That Sunday of March, 1961, Adrian Bury and I stood side by side on the El Minza terrace. We might have been painting for dear life and dearer honour so earnest were we, and so intent on accomplishing something, before the light failed. We had just arrived from London and had enjoyed - in my case only for the second time - the impact of North African colour and movement. Now we were revelling in the cooler aspect of polyglot Tangier. Then, when daylight had gone, Adrian told me what he had written in his big book on Joseph Crawhall (whose achievements in water-colour I salute) and about some of the other artists, our Royal Academy's John Lavery among them, who had found Tangier a congenial playground. Their merry doings make good reading and are rather apt to stir up feeling which, with just a little magnification, might be analysed as envy.'

(Royal Academy of Arts, *Exhibition of works by Sir William Russell Flint RA, PPRWS*, London, 1962, p.31).

He and Adrian Bury were to travel on to Egypt together.



97 AR

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

Carmela

signed 'W.RUSSELL FLINT-' (lower right)

watercolour and gouache

37 x 28cm (14 9/16 x 11in).

£7,000 - 10,000

US\$9,200 - 13,000

€8,300 - 12,000

Provenance

Ex collection of William Powell

Sale, Bonhams London, *Sir William Russell Flint, R.A., P.R.W.S.:*

Watercolours, Drawings, Prints and Books, 20 October 1988, lot 131

Private collection, UK

The present lot was formerly in the collection of William Powell (1892-1984), an actor who made over 90 films; Powell was friends with Flint, and acquired the work during the 1930s, when the actor was at the peak of his career, having signed with MGM in 1934.

98^{AR}

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

Cecilia

signed 'W.RUSSELL FLINT' (lower left and lower centre), inscribed,
signed and dated 'C./14.1.64/WRussell Flint' on reverse

watercolour

27.5 x 28cm (10 13/16 x 11in).

£35,000 - 45,000

US\$46,000 - 59,000

€41,000 - 53,000

Provenance

Private collection



99 AR

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

A young Iberian

signed 'W.RUSSELL FLINT' (lower left), signed, inscribed with title and dated 'Oct. 1933' on reverse

watercolour

33 x 62cm (13 x 24 7/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000

Based in London for most of his working life, Flint was attracted by the bleaching light of southern Europe and began travelling there on painting trips even before the first World War. In the years that followed, his trips to France, Spain and Italy became an annual pilgrimage and it was not only the southern landscapes, but the dark-haired girls who captured his imagination. Sketches were made during the summer that were then worked up into full watercolours in his Campden Hill studio at Peel Cottage during the winter months in London.

In 1933, the year he was elected a Royal Academician, he visited Spain, writing, 'Do you wonder that artists paint gipsies? They have been, still are...one of the world's stock subjects'. Certainly they are a subject that is synonymous with Flint and they feature in many of his best known watercolours. On a trip to Granada in 1931 with his wife Sybille they asked to meet a troupe of *gitana* dancers; he wrote, 'We found the women and girls (but not their menfolk) friendly and childishly vain. One or two had a Scottish look. It was so strong that we wondered if it had any connection with Wellington's Highlanders in the Peninsular War'.

Their dark beauty clearly appealed to him as he was to include these girls in his paintings for decades to come. When, in the mid-1950s, he met Cecilia Green (1931-2003), who was to become his renowned model, she encapsulated everything that drew him to the *gitanas* of Spain.

He later wrote that a bystander said to Cecilia, 'You, obviously, are Russell Flint's model, but how comes it that he was painting you long before you could have been born?'. 'I suppose I'm his type. I know I'm the type he has always painted.' 'I had in fact adapted faces to make them like hers years and years before I met her.'

(Royal Academy of Arts, *Exhibition of works by Sir William Russell Flint RA, PPRWS*, London, 1962, p.90)



100^{AR}

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Portrait of King George VI, half length, standing in his RAF uniform signed 'Edward Seago' (lower left)

oil on canvas

114 x 88.5cm (44 7/8 x 34 13/16in).

£15,000 - 20,000

US\$20,000 - 26,000

€18,000 - 24,000

Provenance

Private collection, UK

The present lot is a portrait of George VI, seen in his Royal Air Force uniform. It is a fitting tribute to a King who was the first member of the Royal family to train as a pilot and who was an officer in the RAF from when it was founded in 1918, through it's finest hour in 1940 and beyond into the jet age. George VI is often seen as the reluctant King but his stoicism, patriotism, sense of duty, and reliability made him the ideal monarch for such troubled times. His solid character became a rallying point for a nation going through war and great change during his reign.

George VI, christened Albert and always known to his close family as 'Bertie', served in the Royal Navy throughout the majority of World War I. After having seen action at Jutland and been mentioned in dispatches he was transferred to a teaching role in 1918 following health issues. The RAF was established two months later and Albert transferred in August 1918. He was then posted to the Cadet School at St Leonards-on-Sea where he completed a fortnight's training and took command of a squadron on the Cadet Wing.

At this point the war on the western front was still being fought with heavy losses and Albert wanted to play an active role on the continent. He was seconded to General Trenchard's staff and on 23 October he flew across the Channel to Autigny. For the closing weeks of the war and the months following the armistice, he served on the staff at RAF HQ in Nancy. He qualified as a pilot on 31 July 1919 and gained a promotion to Squadron Leader the following day.

Although Albert had seen active service with the Navy, it was in the RAF that he felt more comfortable. His father George V spent the majority of his life in the Navy and its traditions and strict etiquette formed a large part of Albert's upbringing and early adulthood. Perhaps the RAF allowed him to step out of his father's shadow in a way that was not possible in the Navy. At key moments in his reign he is seen in an RAF uniform, for instance when he was married. This loyalty to the RAF that started in World War I only became stronger and more relevant after the Battle of Britain and the central role of the RAF in Britain's overall war effort in World War II.

Seago has always had a special relationship with the Royal Family which only strengthened over the years, helped by the Queen Mother, wife of George VI, becoming a major collector. The Duke of Edinburgh and the Prince of Wales are also collectors. The current lot shows the confidence and assured brushwork of Seago at his best. It also shows his control of tone that is so familiar in his landscapes and which translates so well into his portraiture.





101 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The Groot Markt, Delft
signed 'Edward Seago' (lower right)

oil on masonite

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

£5,000 - 7,000

US\$6,600 - 9,200

€5,900 - 8,300

Provenance

with P D Colnaghi & Co. Ltd., London
Private collection, UK



102^{AR}

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Wild Flowers in a Glass Jar
signed 'Edward Seago' (upper right)

oil on canvas

62 x 51.5cm (24 7/16 x 20 1/4in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000

Provenance

with P D Colnaghi & Co., London
Private collection, UK



103^{AR}

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Low tide, Blakeney
signed 'Edward Seago' (lower left)
oil on canvas
51 x 66cm (20 1/16 x 26in).

£25,000 - 35,000

US\$33,000 - 46,000

€30,000 - 41,000

Provenance

with Richard Green, London
Private collection, UK



104 ^{AR}

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

The toy boat (recto), Girls under a parasol (verso)

signed 'DOROTHEA SHARP' (lower left)

oil on canvas

81 x 83cm (31 7/8 x 32 11/16in).

£40,000 - 60,000

US\$53,000 - 79,000

€47,000 - 71,000

Provenance

with The Bell Gallery, Belfast

Private collection, UK



(Verso)





105^{AR}

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

Golden Morning (recto), Picking flowers (verso)

signed 'Dorothea Sharp' (lower left), also signed 'DOROTHEA SHARP'
(on overlap)

oil on canvas

76.5 x 79cm (30 1/8 x 31 1/8in).

£15,000 - 20,000

US\$20,000 - 26,000

€18,000 - 24,000



(Verso)



106^{AR}

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

Amongst the flowers

signed 'DOROTHEA SHARP.' (lower right)

oil on canvas

66 x 61.5cm (26 x 24 3/16in).

£20,000 - 30,000

US\$26,000 - 39,000

€24,000 - 35,000



107 * AR

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

Feeding the ducks
signed 'DOROTHEA SHARP' (lower left)

oil on canvas

46 x 41.5cm (18 1/8 x 16 5/16in).

£15,000 - 20,000

US\$20,000 - 26,000

€18,000 - 24,000

Provenance

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



108^{AR}

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

Picking blossom

signed 'DOROTHEA SHARP' (lower left)

oil on board

46 x 37cm (18 1/8 x 14 9/16in).

£18,000 - 25,000

US\$24,000 - 33,000

€21,000 - 30,000

Provenance

Private collection, UK



109^{AR}

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

Summer joy

signed 'DOTHEA SHARP' [sic] (lower left)

oil on panel

38 x 45.5cm (14 15/16 x 17 15/16in).

£10,000 - 15,000

US\$13,000 - 20,000

€12,000 - 18,000

Provenance

with The Book Street Art Gallery, London

Rhoda Samuel

Sale, Christie's London, 23 March 1995, lot 202

Private collection, UK

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THE SOUTH AFRICAN SALE

Wednesday 14 September 2016
New Bond Street, London

**NEVILLE LEWIS (SOUTH AFRICAN,
1895-1972)**

Gypsy Boy
oil on canvas
£12,000 - 18,000

ENQUIRIES

+44 (0) 20 7468 5881
sapictures@bonhams.com



Bonhams

LONDON

bonhams.com/southafricanart

A ROYAL COLLECTION THE CONTENTS OF AN ENGLISH COUNTRY HOUSE

Tuesday 11 October 2016 at 2pm
Knightsbridge, London

VIEWING

Sunday 9 October 11am - 3pm
Monday 10 October 9am - 6pm
Tuesday 11 October 9am - 1pm

ENQUIRIES

+44 (0) 20 7468 8358
charlie.thomas@bonhams.com



1 **ALPHONSE
ETIENNE DINET**
(FRENCH, 1861-1929)
The Lovers
£50,000 - 70,000

2 **FREDERICK
ARTHUR BRIDGMAN**
(AMERICAN, 1847-1928)
Preparing the meal
£40,000 - 60,000

3 **CHARLES ROBERTSON
RWS (BRITISH, 1844-1891)**
*Alnashar's dream (The barber's
fifth brother, Arabian nights)*
£15,000 - 20,000

4 **GERMAIN FABIUS BREST**
(FRENCH, 1823-1900)
Au bord du Bosphorus
A pair
£40,000 - 60,000

Bonhams

**BRITISH AND
EUROPEAN ART**

Tuesday 25 October 2016
Knightsbridge, London

**FERNAND MARIE EUGÈNE
LEGOUT-GÉRARD (FRENCH,
1856-1924)**

*Breton girls on the cliffs above the
port of Audierne*

£5000 – 7000

ENQUIRIES

+ 44 (0) 20 7393 3960

emma.gordon@bonhams.com



Bonhams

LONDON

bonhams.com/pic-vop

**MODERN BRITISH, IRISH
AND EAST ANGLIAN ART**

Tuesday 22 November 2016
Knightsbridge, London

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

The Regatta
oil on board
£35,000-45,000

ENQUIRIES

+44 (0)20 7393 3949
emma.corke@bonhams.com



Bonhams

LONDON

bonhams.com/modernbritish

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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*).

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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

*, †, ‡, Ⓞ, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 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 seven days 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 reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2		7.4		
7.1.3				
7.1.4		8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		
7.1.5		8.1		
7.1.6			9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.7			9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.8		8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.9		8.1.2	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.10		8.1.3	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.11		8.1.4	10 OUR LIABILITY	
7.2		8.2	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
	9 FORGERIES	8.2.1	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
	9.1	8.2.2	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
	9.2		10.2.2	changes in atmospheric pressure; nor will we be liable for:
	9.2.1		10.2.3	damage to tension stringed musical instruments; or
	9.2.2		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2.3			

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com 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 for Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

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

GLOSSARY

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

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

"bailee": a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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Madalina Lazen
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20th Century British Art

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Aboriginal Art

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African, Oceanic & Pre-Columbian Art

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American Paintings

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Antiquities

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Antique Arms & Armour

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U.S.A.
Paul Carella
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A.
Frank Maraschiello
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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Clocks

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Coins & Medals

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Paul Song
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Contemporary Art

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Jeremy Goldsmith
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Entertainment Memorabilia

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Catherine Williamson
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European Ceramics

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U.S.A.
Peter Scott
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Furniture & Works of Art

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U.S.A.
Andrew Jones
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Greek Art

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+44 20 7468 8314

Golf Sporting Memorabilia

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+44 131 240 2296

Irish Art

Penny Day
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Impressionist & Modern Art

UK
India Phillips
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U.S.A.
William O'Reilly
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Islamic & Indian Art

Oliver White
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Suzannah Yip
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Jeff Olson
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Jewellery

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Jean Ghika
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Susan Abeles
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HONG KONG
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Marine Art

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U.S.A.
Gregg Dietrich
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Mechanical Music

Jon Baddeley
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Modern, Contemporary & Latin American Art

U.S.A.
Alexis Chompaisal
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Modern Design

Gareth Williams
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Motor Cars

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Automobilia

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Adrian Pipiros
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Motorcycles

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Native American Art

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Natural History

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Old Master Pictures

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Orientalist Art

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Sporting Guns

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Travel Pictures

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Urban Art

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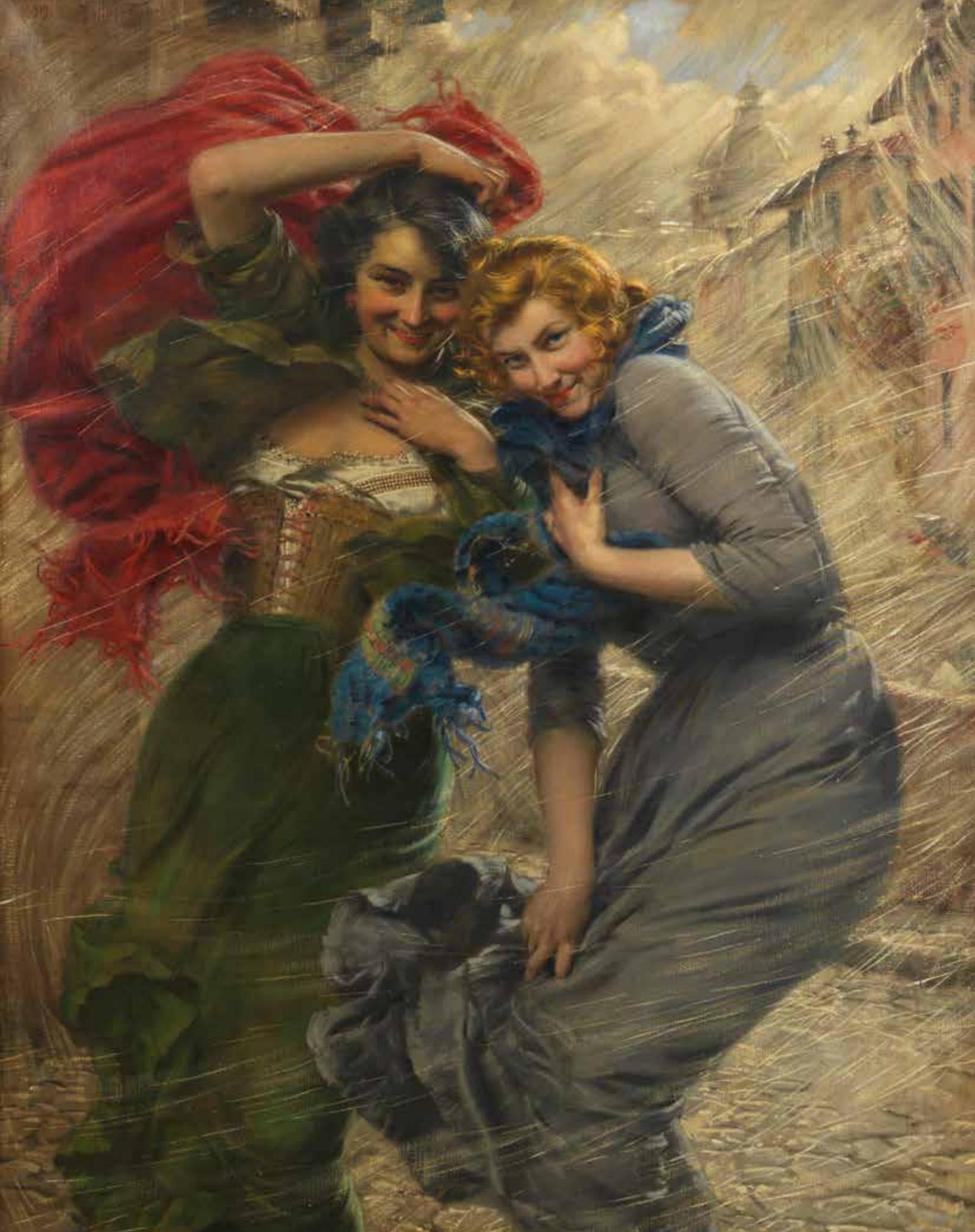
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