







19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Wednesday 27 September at 2.00pm New Bond Street, London

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SALE NUMBER

24248

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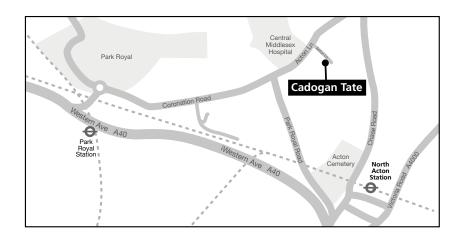
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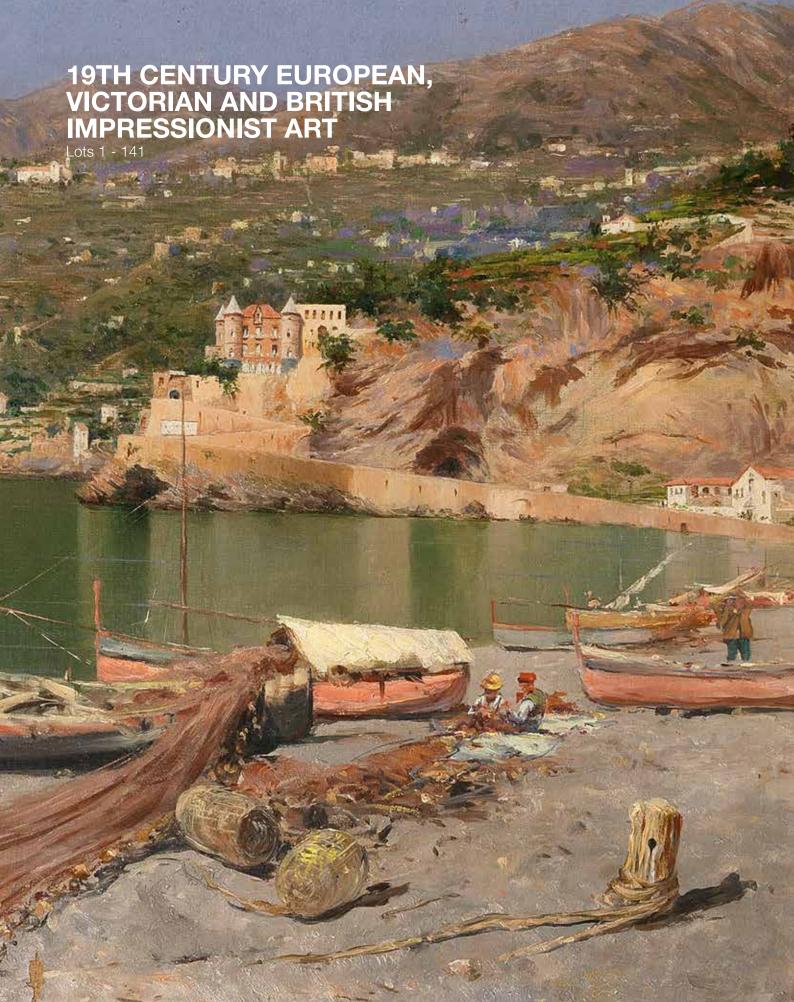
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EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

La fontaine du Palmier, place du Châtelet signed 'E. Galien-Laloue' (lower left) gouache 26 x 44.5cm (10 1/4 x 17 1/2in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Provenance

Property from a Private Florentine Family Collection.

EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

Le Quai de la Seine signed 'E. Galien-Laloue' (lower left) gouache 26 x 44.5cm (10 1/4 x 17 1/2in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800

Provenance

Property from a Private Florentine Family Collection.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



3 AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Place de la République at night signed 'E. CORTÈS.' (lower right) oil on canvas 54 x 81cm (21 1/4 x 31 7/8in).

£15,000 - 20,000 €17,000 - 22,000 US\$19,000 - 26,000

Provenance

Property of a deceased's estate.



 $_4$ AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Boulevard de la Madeleine signed 'EDOUARD CORTÈS' (lower right) oil on canvas 38.5 x 55cm (15 3/16 x 21 5/8in).

£18,000 - 25,000 €20,000 - 28,000 US\$23,000 - 32,000

Provenance

Gladwell & Company, London. Private collection, UK.



5 AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Place de la République, twilight signed 'EDOUARD CORTÈS' (lower left) oil on canvas 33 x 46cm (13 x 18 1/8in).

£15,000 - 20,000 €17,000 - 22,000 US\$19,000 - 26,000

Exhibited

Paris, Salon de l'École, (according to remnants of a label on the reverse).



6 AR

MARC ALDINE (FRENCH, 1870-1956)

signed 'Marc Aldine' (lower right) oil on canvas 50.5 x 65.5cm (19 7/8 x 25 13/16in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000



LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

Le marché dans le vieux Bourges signed 'L. Lhermitte' (lower left) pastel heightened with white on paper laid down on canvas 29.6 x 44.5cm (11 5/8 x 17 1/2in).

£5,000 - 7,000 €5,500 - 7,700 US\$6,500 - 9,100

Provenance

Galerie Allard, Paris. Sold at Simonson. A. Reid Collection. Anon. sale, Christie's, London, 15 June 2005, lot 110.

Exhibited

Paris, Galerie Allard, Les pastels de Léon Lhermitte, 2 - 31 March 1920, no. 19.

Literature

The Reid Collection Catalogue, 1933, no. 70. M. Le Pelley Fonterey, Léon Augustin Lhermitte (1844-1925), Paris, 1991, no. 648, p. 271 (illustrated).

FERDINAND JOSEPH GUELDRY (FRENCH, 1858-1945)

Launching the boat signed 'J.F Gueldry.' (lower right) oil on canvas 50.5 x 65.5cm (19 7/8 x 25 13/16in).

£20,000 - 30,000 €22.000 - 33.000 US\$26,000 - 39,000

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. He first exhibited at the Paris 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.

By the end of the 19th 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.





JOAQUIM CUADRAS (CUBAN/SPANISH, 19TH CENTURY)

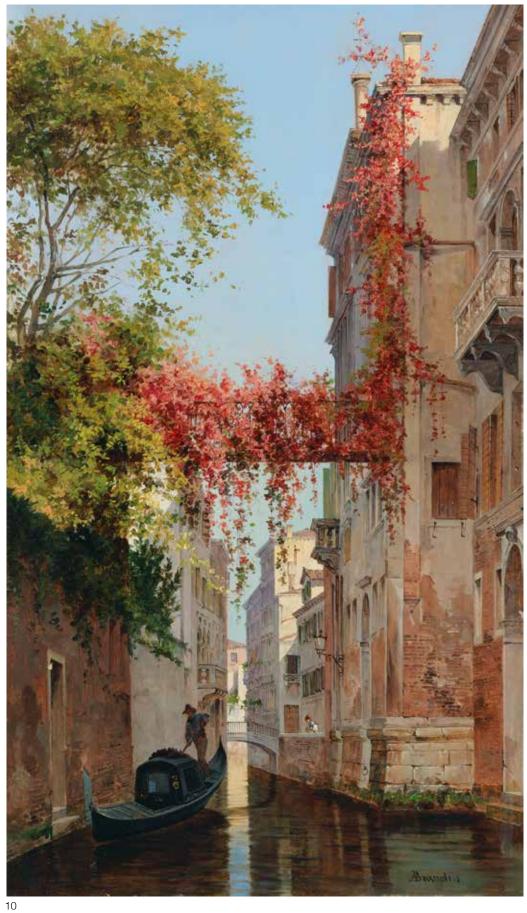
The christening party signed, inscribed and dated 'J. Cuadras/Venezia/1889.' (lower right) oil on canvas 55 x 74cm (21 5/8 x 29 1/8in).

£5,000 - 7,000 €5,500 - 7,700 US\$6,500 - 9,100

Provenance

Private collection, Jersey.







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

Palazzo Albrizzi, Venezia signed 'ABrandeis.' (lower right) oil on panel 46.2 x 27.3cm (18 3/16 x 10 3/4in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

Santa Maria Della Salute, Venezia signed 'ABrandeis.' (lower left) oil on panel 12 x 21.5cm (4 3/4 x 8 7/16in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000





12

ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

A Venetian palace signed 'ABrandeis.' (lower right) oil on board 25 x 15.5cm (9 13/16 x 6 1/8in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800

Provenance

The British Galleries, London. Private collection, UK.

13

ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

The Dogana, Venezia signed 'ABrandeis.' (lower right) oil on panel 12 x 21.4cm (4 3/4 x 8 7/16in).

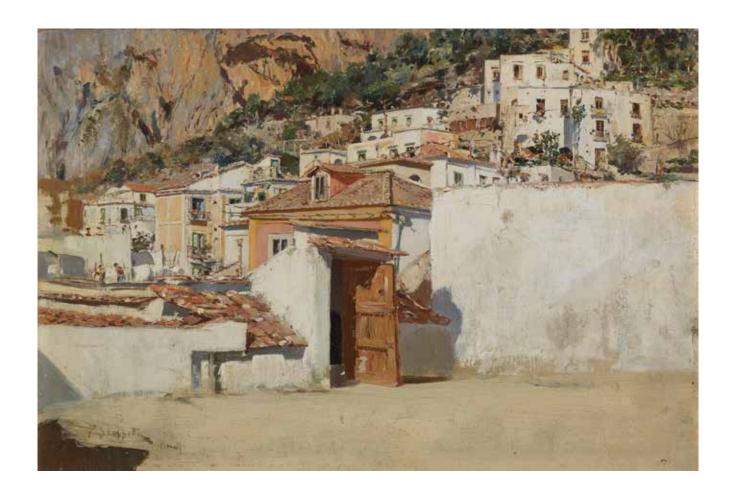
£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000



PIETRO PAJETTA (ITALIAN, 1845-1911)

Tending the sheep signed and dated 'PPajetta 1894' (lower right) oil on canvas 37 x 59.7cm (14 9/16 x 23 1/2in).

£5,000 - 7,000 €5,500 - 7,700 US\$6,500 - 9,100



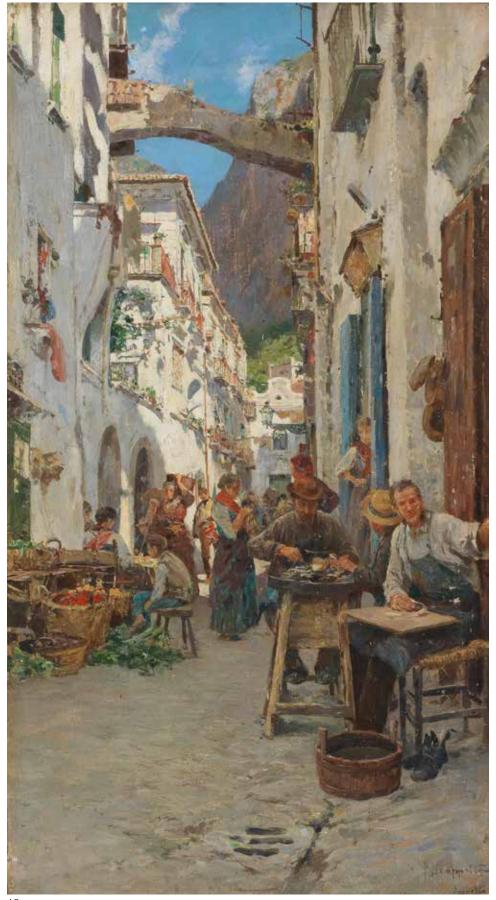
PIETRO SCOPPETTA (ITALIAN, 1863-1920)

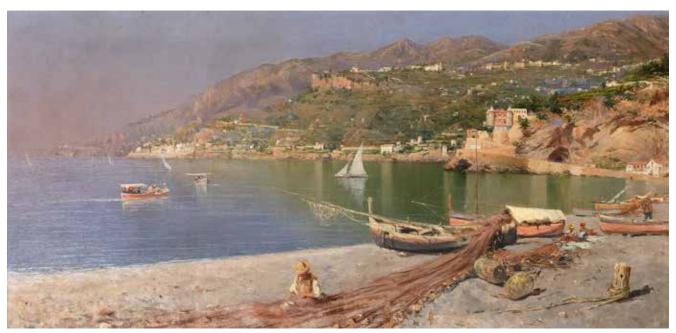
Paesaggio di Amalfi signed and inscribed 'P. Scoppetta/Amalfi' (lower left) oil on canvas 25 x 37.2cm (9 13/16 x 14 5/8in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Exhibited

Amalfi, Azienda Autonoma Di Soggiorno e Turismo, *Mostra retrospettiva per il centenario della nascita del pittore Scoppetta,* 29 June - 28 July 1963 (according to a label on the reverse).





PIETRO SCOPPETTA (ITALIAN, 1863-1920)

Via con terrazze ad Amalfi signed and inscribed 'P. Scoppetta/Amalfi' (lower right) oil on canvas 46.4 x 25.4cm (18 1/4 x 10in).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500

Provenance

16

Galleria d'arte Mario Bianchi d'Espinosa, Naples.

17
PIETRO SCOPPETTA (ITALIAN, 1863-1920)

Fixing the nets, Maiori signed and inscribed 'P. Scoppetta/Maiori' (lower left) oil on canvas 34.5 x 68.6cm (13 9/16 x 27in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)

Evening festivities, Bay of Naples, Mount Vesuvius in the distance signed 'FR Unterberger' (lower right) oil on canvas 60.3 x 85.5cm (23 3/4 x 33 11/16in).

£15,000 - 20,000 €17,000 - 22,000 US\$19,000 - 26,000

Provenance

MacConnal-Mason & Son Ltd., London.



GIACINTO GIGANTE (ITALIAN, 1806-1876)

Panorama of Naples with Capodimonte and Mount Vesuvius in the distance signed and dated 'Gia. Gigante. 1861.' (lower left) oil on canvas 71.1 x 101.6cm (28 x 40in).

£35,000 - 45,000 €39,000 - 50,000 US\$45,000 - 58,000

Provenance

Private collection, Italy.







AN ALBUM OF DRAWINGS BY VARIOUS HANDS

compiled circa 1840, mostly of the environs of Naples subjects including: a signed view of Santa Lucia by Carl Wilhelm Gotzloff; a study of figures by Anton Sminck Pitloo; a large group of sketches attributed to Giacinto Gigante; a group of 32 views of Sorrento, Salerno and Castelamare from circa 1838; several ink drawings on tracing paper of Posilipo, Pozzuoli, Portici and Naples, around 190 in all mostly pencil, various sizes (album).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500

The study of figures by Pitloo is in pencil and watercolour on tracing paper, the reverse is inscribed by an English hand 'The original of this Pitloo gave to Leech an English artist and traced this for himself'. It is possible that the artist referred to is William Leighton Leitch who travelled to the continent in 1833 and spent an extended period in Italy, returning to England in 1837. The album appears to have been compiled by an English traveller around 1840. The earliest watermarked sheet has a date of 1821 but the large series of pencil views of the Neapolitan coast on the opening pages are on Whatman paper, some of which are dated 1836 and 1837. This series is inscribed in English, suggesting the drawings may have been done by the owner of the album, but the majority of the rest seem to be by various continental hands and were probably purchased during his or her visit to Italy. Particularly interesting is the large number of drawings of figures and coastal views ascribed to Gigante which have the look of on-the-spot sketches.







TELEMACO SIGNORINI (ITALIAN, 1835-1901)

Sosta in un'albereta signed 'TSignorini.' (lower left) oil on canvas 40.6 x 64cm (16 x 25 3/16in).

£30,000 - 50,000 €33,000 - 55,000 US\$39,000 - 65,000

Archiving certificate no. 418260 released by the *Istituto Matteucci* on July 14, 2017.

Provenance

Property from a Private Florentine Family Collection.

The date of the present lot and location is unknown; however, there are four distinctly comparable works in the artist's *oeuvre*, including one of his major works entitled *Uliveta di Antignano* (illustrated in Mario Borgiotti, *Poesia dei Macchiaioli*, Milan, 1958). This painting, together with one of two sketches, appeared in the 1926 exhibition at the Galleria dell'Accademia di Firenze (no. 1 and 3).

In the 1850s and 1860s, Signorini travelled between La Spezia and the coast of Versilia. Notably, Signorini visited the pinewoods of Viareggio in 1860, after spending time at the coast and stopping at Sarzana, L'Avenza, Massa and Pietrasanta. This was one of Signorini's most creative phases. The present lot may have been executed during this time; for instance Signorini has depicted holm oaks and pines – rather than olive trees. In addition, in the artist's list of paintings sold in 1890, among the works completed between 1858 and 1866, are a number of possible candidates for the present lot, such as Bosco a Seravezza, Una porcara in Maremma, L'Autunno and Il riposo e Pineta a Viareggio.

Compared to the other paintings in the 1926 Florentine exhibition, the present lot is characterized by a lovely luminescence and autumnal colours that make it, in some respects, more poetic.

¹ Mario Borgiotti, *Poesia dei Macchiaioli*, Milan, 1958, p. 82, tav. LXVI. ² E. Somaré, *Telemaco Signorini* 'Sommario autobiografico', Milan, 1926, p. 275.



ALBERTO PASINI (ITALIAN, 1826-1899)

Davanti alla moschea signed 'A. Pasini' (lower right) oil on canvas 27.1 x 35cm (10 11/16 x 13 3/4in).

£40,000 - 60,000 €44.000 - 66.000 US\$52,000 - 78,000

Provenance

Private collection, Italy.

Exhibited

Galleria Manzoni, 1975.

Galleria Manzoni, Catalogo Galleria Manzoni, Asta, 1975, no. 43, tav.

Vittoria Botteri Cardoso, Pasini, Genova, 1991, no. 821, p. 362 (illustrated p. 363).

Alberto Pasini trained at the Accademia di Belle Arti in Parma, initially working as a lithographer and landscape painter. He settled in Paris in 1851, enrolling in the studio of Charles and Eugène Ciceri, and first exhibited at the Salon two years later.

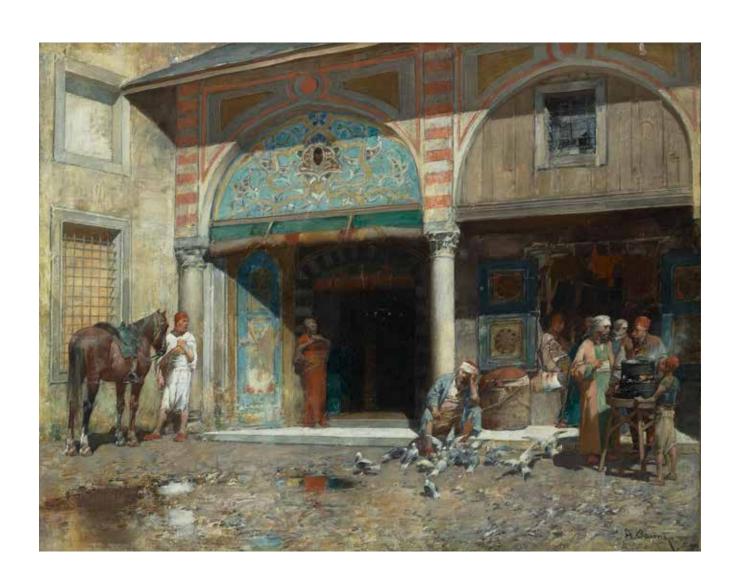
In late 1854 Pasini moved to the studio of Théodore Chassériau and it was here that he first encountered Orientalism. Due to ill health, Chassériau was unable to take up his post as the official artist to the French delegation to Persia in February 1855, and Pasini took his place, accompanying the French minister Nicolas Prosper Bourée in his quest to persuade Shah Nasi ad-din to support France and Britain against Russia in the Crimean war.

As a result of the journey to Tehran, through Egypt and then returning through Armenia and Turkey, Pasini produced numerous sketches and lithographs. In 1867 he left for Istanbul, summoned by Prosper Bourée, who had by this time been appointed as French ambassador and was to be a lifelong friend of the artist. He was to return in 1876, this time to work on a series of paintings commissioned by Sultan Abdul Aziz for the palace at Dolmabahçe.

In 1870 Pasini had settled in Cavoretto, but continued to travel not only to the Near East, but also to other parts of Italy, particularly Venice and Spain. He died in December 1899.

As the art critic Ugo Ojetti commented in 1898: 'those honest eyes saw and that honest hand portrayed it all: the varied lights in varied atmospheres, all skilfully and clearly depicted....'1

¹ Vittoria Botteri Cardoso, Pasini, Genova, 1991, p. 378.





23 GEORGES WASHINGTON (FRENCH, 1827-1910)

The scouting party signed 'G. Washington' (lower left) oil on canvas 55.5 x 91cm (21 7/8 x 35 13/16in).

£15,000 - 20,000 €17,000 - 22,000 US\$19,000 - 26,000

Provenance

Harrods, London, October 1974. Private collection, UK.

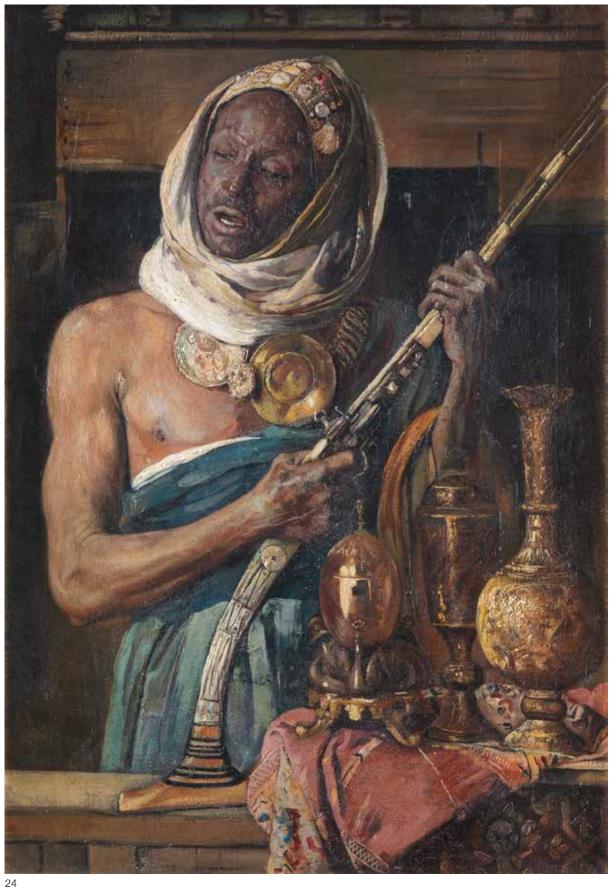
24 **GYULA TORNAI (HUNGARIAN, 1861-1928)**

signed 'TORNAI GY' (lower centre) oil on canvas 85.8 x 60.3cm (33 3/4 x 23 3/4in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

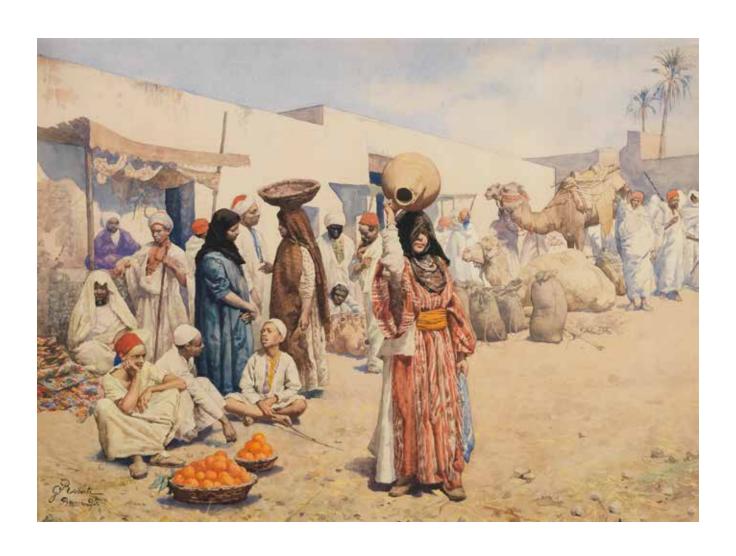
Provenance

Private collection, Spain.



GIULIO ROSATI (ITALIAN, 1858-1917)
The orange sellers signed, inscribed and dated 'GRosati/Roma 95.' (lower left) watercolour over traces of pencil 41 x 56.7cm (16 1/8 x 22 5/16in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000







26 ^ GIULIO ROSATI (ITALIAN, 1858-1917)

Asking the way signed 'Giulio Rosati-' (lower right) watercolour 50.8 x 35.6cm (20 x 14in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Mathaf Gallery Ltd., London. Private collection, UK.

27 *

GIULIO ROSATI (ITALIAN, 1858-1917)

The seller of arms signed 'G. Rosati.' (lower left) watercolour 35.6 x 52cm (14 x 20 1/2in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000

Provenance

Mathaf Gallery Ltd., London. Private collection, UK.

GIOVANNI BOLDINI (ITALIAN, 1842-1931)

Study of the head of a lady, thought to be Madame Alice Helleu pencil with traces of red chalk 20.5 x 14.5cm (8 1/16 x 5 11/16in).

£2,000 - 3,000 €2.200 - 3.300 US\$2.600 - 3.900

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.

Provenance

The Estate of Lady Jane Abdy. UK collection.

The present lot was in the collection of Lady Jane Abdy, a sophisticated collector and art dealer. She was instrumental in bringing French Belle Époque, Art Nouveau and Symbolist art to British collectors. Paul Cesar Helleu and Giovanni Boldini were just two of the numerous artists she was fond of, discovering many of them before they had amassed fame. Lady Abdy believed that Boldini, in this intimate sketch, had depicted Madame Alice Helleu - Paul Cesar Helleu's wife. In particular, the touches of red chalk hinting at her fiery hair and the bold outline of her nose, both distinctive characteristics.

Helleu first met Alice in 1884 when he was commissioned to paint her portrait. They were married shortly after and she remained his favourite model throughout his career. Alice was both elegant and stylish, and depicted by other 19th century artists such as John Singer Sargent.

Boldini has captured Alice with fluid yet delicate strokes and her softeyed gaze is cast downwards. The size of the sketch and demure pose suggests Boldini has caught her in a private moment. The work was possibly executed on one of the Boldini and Helleu family holidays at the end of the century, which were often taken on the Helleu yacht. A relationship between Helleu and Boldini was cemented between 1884 and 1889 when Boldini returned to portrait painting and they were both interested in painting the upper echelons of fashionable society.

Boldini's interest in drawing as the purest form of creativity, and his adeptness at capturing the femininity and beauty of his subjects, is emphasised by works such as the present lot.



Paul César Helleu, Alice Helleu, drypoint etching.





29 TP

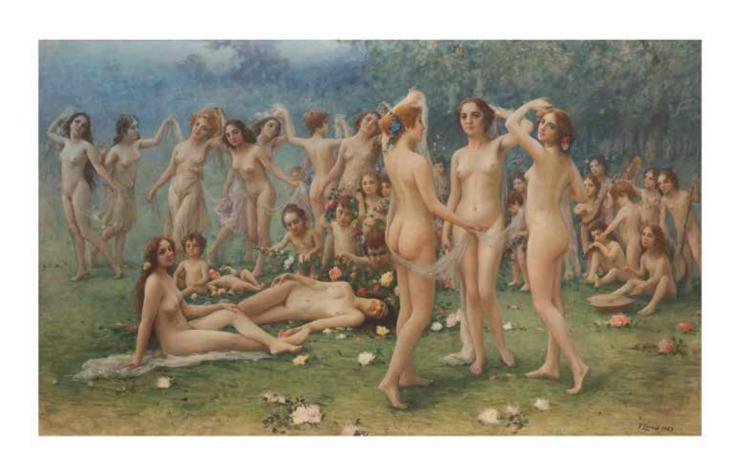
FAUSTO ZONARO (ITALIAN, 1854-1929) Allegoria della primavera signed and dated 'F. Zonaro 1923' (lower right) oil on canvas 180 x 304cm (70 7/8 x 119 11/16in).

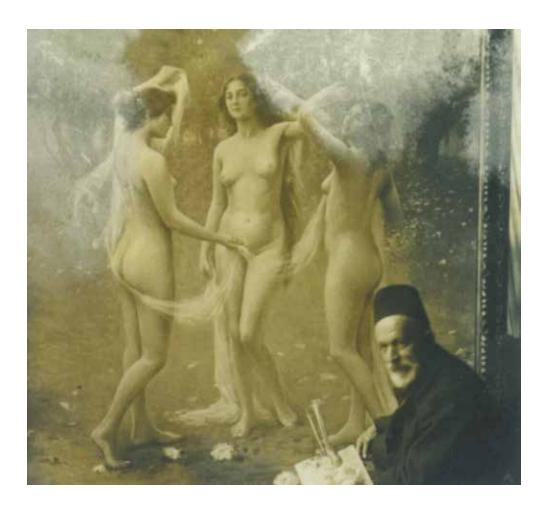
£60,000 - 80,000 €66,000 - 88,000 US\$78,000 - 100,000

Provenance

Private collection, Lombardy. Acquired from the above by the present owner.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.





Fausto Zonaro was born in Veneto, Italy, to a family of modest means. His father, a master mason, was very supportive of his interest in drawing, encouraging him to pursue a career as an artist.

Zonaro moved to Istanbul with his wife Elisa, and is most well-known for his realist depictions of Turkish life. His paintings from this period capture the day-to-day activities, bustling marketplaces, traditions and the light and activity of Constantinople and the Bosporus. He was appointed chief artist to the Ottoman court by Sultan Abdülhamid II in early 1896 and during this tenure made major contributions to western-style art in this region. Even when he would return to Italy, his love affair with Turkey continued and he often re-visited scenes painting from memory and the photographs Elisa had taken.

The present lot, painted in 1923, was executed when Zonaro had settled in San Remo, Italy. San Remo was a cosmopolitan city that provided a source of attractive models and the surrounding countryside was an inspiration for Zonaro to return to landscape painting. These later works possess a lyricism and spontaneity of brushwork. Zonaro stated 'I can never portray the unattainable beauties that nature provides us with in their precise lighting and colours. What I strive to do is to study these things and to discover and sense their deepest realities in order that I may capture the exact moment that affects my soul. I want the scenes that I paint to be able to recite all the poetry that is inherent in the subject of the painting'.2

¹ Osman Öndeş and Erol Makzume, Ottoman Court Painter, Fausto Zonaro, Istanbul, 2003, p. 19.

² Ibid., p. 111.



ANGELO MORBELLI (ITALIAN, 1853-1919)

Le risaiuole signed and dated 'Morbelli 1897' (lower left) oil on canvas 40 x 60cm (15 3/4 x 23 5/8in).

£60,000 - 80,000 €66,000 - 88,000 US\$78,000 - 100,000

We are grateful to Professor Giovanni Anzani and Elisabetta Chiodini for confirming the attribution to Angelo Morbelli on first hand inspection, and for their assistance in cataloguing this lot.

Provenance

Società per le Belle Arti ed Esposizione Permanente, Milan. Cavalier Augusto Frizzi, Milan. Private collection, Genoa. Private collection, Milan.

Exhibited

Milan, Società per le Belle Arti ed Esposizione Permanente, Esposizione di Primavera, 1899, no. 118.

Literature

Società per le Belle arti Esposizione Permanente, Esposizione di Primavera Catalogo 1899, Milan, 1899, p.16. Esposizione Permanente di Belle Arti, Il Sole, 16 April 1899, no. 90. G. M (G. Macchi), Alla Permanente I. Tra artisti noti, La Lombardia, a. 41, 23 April 1899. F. Malaguzzi, Alla Permanente. L'Esposizione di Primavera, La Sera, a.

VIII, 5 - 6 May 1899, no. 122.

The Soprintendenza alle Belle Arti italiana considers this painting to be a work of national importance and requires it to remain in Italy; it cannot therefore be exported from Italy.

This lot will be available to view in Milan and Rome. Please contact the department for further details.





Angelo Morbelli in his studio

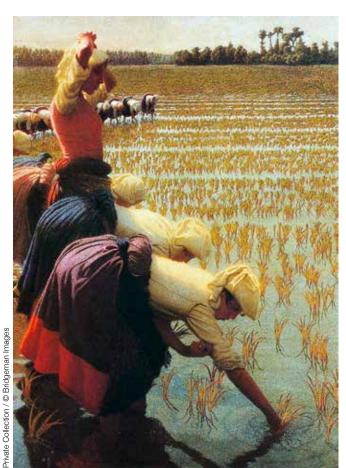


Fig 1 Angelo Morbelli, An Italian Rice Field, 1901, oil on canvas

Painted in 1897, Le risaiuole is one of a series of paintings of rice workers, completed by Angelo Morbelli during the last years of the 19th century. For other examples see: En el arrozal, exhibited at IV Exposición de Bellas Artes é Industrias Artísticas of Barcelona in 1898; Per 80 centesimi!, now at the Museo Francesco Borgogna in Vercelli; and In risaia (fig 1, sold Sotheby's, New York, 24 May 1995, lot 206) exhibited at IV Triennale in Brera in 1900.2

This series of paintings is a prime example of Divisionism, a movement flourishing in Italy in the late 19th century. Morbelli, alongside contemporary artists such as Vittore Grubicy de Dragon, Giovanni Segantini, Giuseppe Pellizza da Volpedo, Gaetano Previati and Emilio Longoni, sought to achieve maximum luminosity of colour, by applying pure, unmixed strokes of colour side by side, or 'divisionistically'. The scientific principle of complimentary colours was outlined in Michel-Eugène Chevreul's 1839 work De la loi du contraste similtané des colours et de l'assortiment des objets colorés, and further explored in Ogden N. Rood's *Modern Chromatics*, which was published in 1879 and became an important work for the Divisionists.3



Landscapes provided an attractive subject for these artists to explore light but also the juxtaposition of colour and the optical effects that this technique could achieve. In addition to depicting nature in an engaging way, the Divisionist movement sought to shine a light on social inequality, and to promote the value of the working classes. In the present lot, for example, Morbelli captures the poorly-paid, backbreaking work of the women in the rice paddies in northern Italy.

The application of pure, unmixed colours and the resulting luminosity across the whole painting harmonises the workers with nature and serves to elevate their stature. The composition further adds to the sense of harmony. The mondine figures occupy the centre of the composition and, although they are depicted at varying heights, their shared stance unites them; their individuality is only suggested through slight variations in the colour of their clothes. Morbelli's skilful depiction of their reflections in the water has the effect of melting the figures into the landscape. The high horizon and row of tall trees (also seen in In risai) contributes to a greater sense of depth in the scene, and Morbelli encourages the eye to focus on the figures in the foreground. Both the luminosity of the canvas and the subject depicted, arrests an emotional response in the viewer.



The present lot was first exhibited in the 1899 spring exhibition at Società per le Belle Arti ed Esposizione Permanente in Milan. A label with wax residue on the back of the stretcher suggests the work was purchased that same year by the Società for 400 lire and assigned to one of its members: Cavalier Augusto Frizzi, a silk merchant. The work has remained in private possession since that spring exhibition; it is an exciting recent discovery from a private Milanese collection. This is the first time it has appeared at auction.

¹ cfr.IV Exposición de Bellas Artes é Industrias Artísticas. Catálogo Ilustrado, Barcelona, 1898, n. 549, p. 100.

² IV Esposizione Triennale di Belle Arti, Catalogo, Milan, 1900, n. 456.

³ Fraquelli et al, Radical Light: Italy's Divisionist Painters, London, 2008, p. 21.

ANGELO MORBELLI (ITALIAN, 1853-1919)

Paesaggio con larici signed and dated 'Morbelli.1917.' (lower left) oil on canvas 50.5 x 80cm (19 7/8 x 31 1/2in).

£50,000 - 70,000 €55,000 - 77,000 US\$65,000 - 91,000

We are grateful to Professor Giovanni Anzani and Elisabetta Chiodini for confirming the attribution to Angelo Morbelli on the basis of photographs, and for their assistance in cataloguing this lot.

Provenance

Private collection, South America, by the early 1920s.

The present lot is an interesting new discovery; not recorded as having been exhibited during the artist's lifetime, the work has been in the same South American collection since the early 1920s.

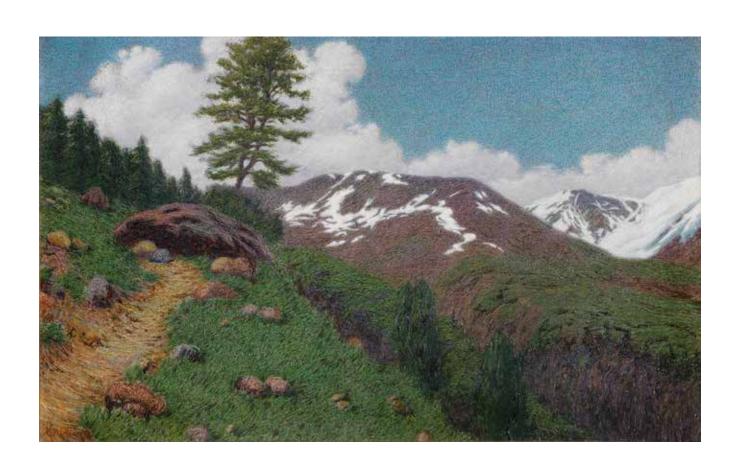
Although Morbelli experimented with mountain scenes in the 1880s and 1890s, it was in the early years of the 20th century that the mountain landscape became a regular motif for the artist, producing works painted in Valtellina and Valfurva- places that the artist visited for health reasons- and at the Val d'Usseglio in the Piedmont region, a likely location for the present lot.

As with many of Morbelli's mountain scenes, here the artist closes the perspective, presenting the mountains from a high vantage point, rather than capturing them in a wide panorama. This technique is used to good effect in a number of Morbelli's works from this period, such as Tramonto sulla Lera (1919), Alta montagna (1912, fig. 1), and II ghiacciaio dei Forni an especially unusual mountain scene, painted in an oval with the line of snow running diagonally across the composition.

The present lot richly demonstrates Morbelli's skill in using the divisionist technique to full effect- albeit a less restrained and calculated divisionist language- the lines of colour placed beside each other to enrich the texture of the work and provide a greater sense of depth.



Fig 1 Angelo Morbelli, High mountains, 1912, oil on canvas, 125.5x68 cm



32 *

ANGELO MORBELLI (ITALIAN, 1853-1919)

Il telegramma signed and dated 'Morbelli. 1915.' (lower left) oil on canvas 42.5 x 67.5cm (16 3/4 x 26 9/16in).

£80,000 - 120,000 €88,000 - 130,000 US\$100,000 - 160,000

We are grateful to Professor Giovanni Anzani and Elisabetta Chiodini for confirming the attribution to Angelo Morbelli on the basis of photographs, and for their assistance in cataloguing this lot.

Provenance

Private collection, South America, by the early 1920s.

Exhibited

Milan, Bottega di Poesia, Esposizione retrospettiva dell'opera di Giovanni Segantini, Gaetano Previati, Vittore Grubicy de Dragon, Giuseppe Pellizza da Volpedo, Angelo Morbelli, 1922, no. 77.

Literature

Milan, Esposizione retrospettiva dell'opera di Giovanni Segantini, Gaetano Previati, Vittore Grubicy de Dragon, Giuseppe Pellizza da Volpedo, Angelo Morbelli, exhibition catalogue, 1922, p. 29.



The present lot is one of four known oils that Morbelli produced between 1915 and 1917, using the motifs of the abandoned table, the telegram and the terrace. Exhibited as part of a retrospective exhibition of the Divisionist Painters held in Milan in 1922, this work has remained in a private South American collection since that time.

The present lot was painted overlooking the gardens at Colma di Rosignano, where Morbelli kept a studio, visiting every summer. A table sits on an open terrace, beyond which are rolling fields, peppered with houses, with a line of distant hills beyond. On the table lay the remnants of a meal, in front of which lies an opened envelope. A domestic serving maid hides in the corner, appearing to console herself, perhaps hinting at the possible contents of the telegram. The drama of the scene is suggested by the hastily abandoned meal, the chairs pushed back and the serviettes quickly discarded.

In a letter to Guiseppe Ricci Oddi, dated 26 January 1917, the artist refers to a second version of this composition, also painted in 1915, which is very similar to the present lot, save for an overturned chair which further increases the dramatic intent of the scene: 'a table set on the terrace of a garden with an open telegram on the table and an upside-down chair, beside a woman sitting on a stairway to the left' (Achivi divisionismo, II, p.117, n. VI. 168).1

Various pencil studies for this series can be found in Morbelli's sketchbooks, and Morbelli re-visited the motif in 1917. A larger version of II telegramma was exhibited at the Società per le Belle Arti ed Esposizione Permanente in Milan, and entered the collection of the Banca Italiana di Sconto; here, the terrace now overlooks the sparkling blue waters of a lake, the depth of the landscape serving to further 'make the drama simple and terrible'.2

The success of the 1917 work prompted Morbelli to paint a final version; perhaps mindful of one critic of the Permanente Exhibition, who urged the artist to 'not insist on tragic intentions',3 in this final version, also set beside the lake, the scene is unpopulated, the same hastily abandoned meal hinting at the dramatic contents of the telegram.4

As Aurura Scotti observes, these compositions combine ideas from earlier canvases in Morbelli's *oeuvre*: the table still life revisits Morbelli's 1884 work Asfissia, painted long before the artist embraced the principles of Divisionism; the pots of geraniums and agave along the balustrade call to mind the landscapes painted around Colma (see for example Giardino alla Colma, 1915); and the terrace backdrop is reminiscent of such magnificent works as S'avanza (1896) and Tempo di pioggia (1916).5

- ¹ Exhibition catalogue, *Angelo Morbelli*, 3 April-16 May, 1982, Palazzo Cuttica-Alessandria, pp. 172-173.
- ² G. Marangoni, *Nature and Art*, XXVII, 1917, Vol. I, December, pp. 5-10, 'Art in War Time, Monument Protection and Autumn Exhibition at Permanente in Milan'.
- ³ Perseverance, no. 278, October 7, 1917, 'Permanent I'.
- ⁴ This version was exhibited at the Palazzo Cuttica- Alessandria in 1982, no. 60 (illustrated in colour in the exhibition catalogue, p. 151, and also illustrated in Aurura Scotti, Angelo Morbelli, Soncino, 1991, p.106.
- ⁵ Aurura Scotti, *Angelo Morbelli*, Soncino, 1991, p. 106.



ÉDOUARD JOSEPH DANTAN (FRENCH, 1848-1897)

Hercule aux pieds d'Omphale signed and dated 'J E DANTAN 1874-' (lower right) oil on canvas 106 x 146.5cm (41 3/4 x 57 11/16in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

The Royal Manchester Institution (acquired from The Paris Salon). Sidebottom Collection, Manchester (prominent industrialists and cotton mill owners).

Thence by descent to the present owner.

Exhibited

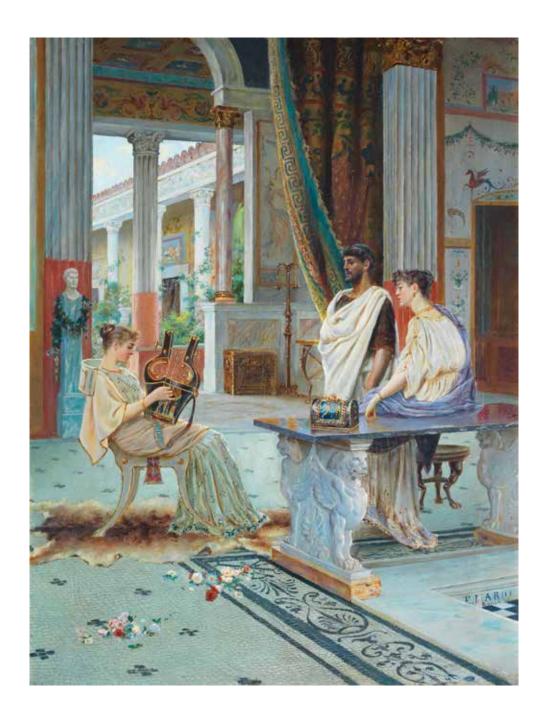
Paris, Salon, 1874.

The present lot is an impressive depiction of Hercules and Omphale, the Queen of Lydia. Hercules entered the service of Omphale in pennance for the murder of lphitus. According to the myth, despite his invincible strength and his status as the son of Zeus, Hercules agreed to any task the Queen desired. In the present lot Hercules is sitting at the feet of Omphale, spinning wool. She reclines majestically, wearing the hero's lion skin as a head piece, in a position of power.

The model for Omphale was Dantan's partner at the time, Agostina Segatori, who was celebrated for her beauty by other 19th century artists such as Jean Baptiste Camille Corot, Édouard Manet, Eugène Delacroix and Jean Léon Gérôme. She was also the proprietress of Café Tambourin and had a stormy relationship with Vincent van Gogh.

The present lot was first exhibited at the Paris Salon in 1874 and according to Dantan's own account books, purchased by a Mr. Hattson – a member of the Royal Manchester Institution - for 3000 francs. Dantan is possibly referring to a Mr. James Hutton who was on the hanging committee of the Royal Manchester Institution in 1874.





34 ^{AR}

ENRICO NARDI (ITALIAN, 1864-1947)

Pomeriggio Musicale, Pompeii signed, inscribed and dated 'E.NARDI/ROMA 93' (lower right) oil on canvas 57.5 x 43.2cm (22 5/8 x 17in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Provenance

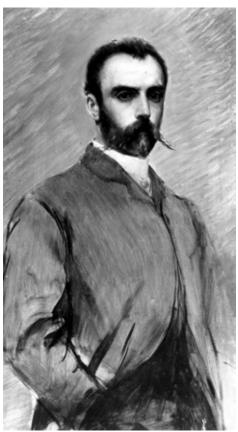
Anon. sale, Christie's, London, 17 November 1995, lot 158. UK collection.



GEORGE LAWRENCE BULLEID (BRITISH 1858-1933)

The flute player signed and dated 'G.LAWRENCE.BULLEID./MCMXXV.' (lower right); inscribed with title, artist's name and address (on a label attached to the reverse) watercolour over traces of pencil 60.5 x 43.2cm (23 13/16 x 17in). in a tabernacle frame

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800



Luis Ricardo Falero, Self Portrait

LUIS RICARDO FALERO (SPANISH, 1851-1896)

A classical beauty signed and dated 'FALERO/89' (incised upper right) oil on canvas 73.7 x 40.6cm (29 x 16in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Luis Ricardo Falero, Duke of Labranzano, led a short, but colourful life. Born in Toledo in 1851, he joined the Spanish navy, but much to his parent's disappointment he resigned his commission and, determined to pursue his love of the arts, set out for Paris. Travelling the 1300 kilometres by foot, Falero paid for his food and lodging en route by drawing portraits in crayon. On his arrival in Paris, he studied chemistry, mechanical engineering and art. However, laboratory experiments proved too dangerous so he decided to concentrate on a career as an artist, enrolling at the studio of the portrait painter and Orientalist Gabriel Ferrier.

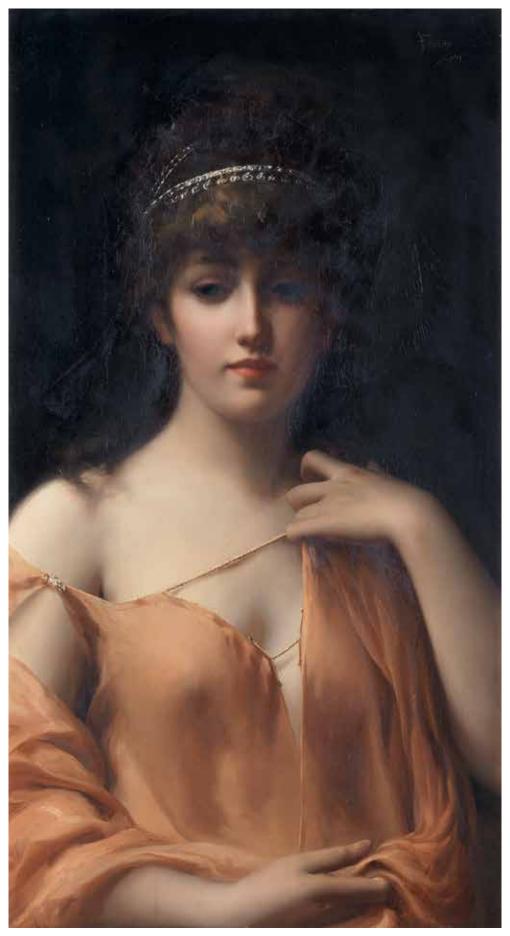
Fascinated by astronomy, he combined his love of science and art with a celebration of the female nude in a series of works, the most famous of which The Double Star caused a sensation when shown at the Salon in 1881.

Falero continued to produce highly finished mythological and dreamlike pictures, and works inspired by classical antiquity reflecting contemporary interest in Egypt and the ancient world.

By 1889, the year the present lot was painted, Falero had moved to London and was living at 100 Fellows Road, north of Regent's Park; he continued to exhibit at the Royal Academy until 1893.

One of the models that the artist used was Maud Harvey, who was also his housemaid; however she fell pregnant and on hearing of her condition, Falero dismissed her. Maud then sued him for paternity, claiming that he had seduced her when she was seventeen. The case found in her favour and Falero was ordered to pay her five shillings per week in support of their child.

Whether this scandal contributed to his early death is unknown, but he died at University College Hospital in 1896 aged 45.





THOMAS RALPH SPENCE (BRITISH, 1845-1918)

signed with initials and dated 'T.R.S. 1891.' (upper left); inscribed with title and artist's name (on an old label attached to the reverse) oil on panel

22 x 64.8cm (8 11/16 x 25 1/2in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Exhibited

London, Royal Academy, 1891, no. 220.

Born in Richmond, Yorkshire, Thomas Ralph Spence was a talented painter, architect and designer. Originally trained as an architect, while working in Newcastle Spence came to the attention of Tynesidebased shipbuilder and art-collector Charles Mitchell, who employed him as a shipyard architect. Spence also undertook work on Mitchell's Newcastle mansion, Jesmond Towers.

Spence was encouraged by Mitchell's son, the artist Charles William Mitchell to move to London, and by 1885 he was established as an 'architectural decorator'. In January 1886, Spence joined the Art Worker's Guild, and the influence of the Arts and Crafts movement was brought to bear on Spence's next major project, St George's Church in Jesmond. Commissioned by Mitchell Senior, the church is regarded as Spence's greatest architectural triumph; as Neil Moat notes, it was 'the commission of a lifetime, his "one supreme effort", a summation of his talents as architect, artist and craftsman."

Spence was highly respected as a decorative artist and designer, and in 1896 was a founding member of the Society of Designers, where his stained glass, metalwork and architectural designs were much admired.

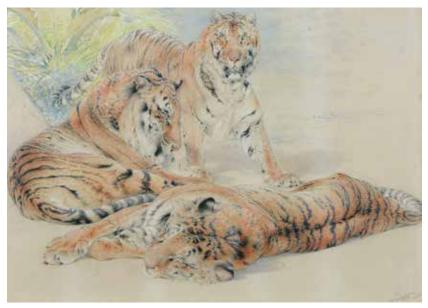
Spence exhibited a small number of paintings at the Royal Academy between 1876-1916, with subjects drawn from classical history and mythology - titles such as The first invasion of Rome by the Gauls and The temptation of Odysseus by Circe- or classical genre, such as A breezy morning, Fresh flowers and A dreamer. Christopher Wood describes Spence as a 'worthy follower of Alma-Tadema' noting that he used his architectural training 'to good effect in his elaborate and very stagy recreations of classical history."2

The present lot ably exemplifies Wood's description of Spence's work. Both the shape of the composition and the carefully rendered detail call to mind the work of Alma-Tadema, who by 1891 was a well-established exhibitor of Classical works at the Royal Academy. Here, the highly-decorated carpet, the elaborate acanthus design to the marbled backdrop, the folds of the sheet covering the student, demonstrate Spence's skill and eye for design.

¹ Neil Moat, A theatre for the Soul. St. George's Church, Jesmond: the building and cultural reception of a late-Victorian Church Newcastle University: Doctoral thesis, 2011, p. 188.

² Christopher Wood, *Olympian Dreamers*, London, 1983, p. 247.







39

WILLIAM HUGGINS (BRITISH, 1820-1884)

Study of tigers signed and dated 'W Huggins 1867' (lower right) pencil and watercolour heightened with white 27.5 x 38.5cm (10 13/16 x 15 3/16in).

£2,000 - 3,000 €2,200 - 3,300 US\$2,600 - 3,900

EDWARD LEAR (BRITISH, 1812-1888)

inscribed and dated 'Dakkeh./7.15 - 7.40 AM./Feb. 15. 1867./Pylon very sharp & well built/(a little too wide in drawing,)/or rather, not quite high enough' (lower left); numbered '(477)' (lower right); variously annotated throughout

watercolour and ink heightened with white over traces of pencil 28.9 x 54.4cm (11 3/8 x 21 7/16in).

£2,500 - 3,000 €2.800 - 3.300 US\$3,200 - 3,900

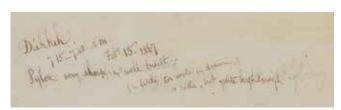
Provenance

Thos Agnew & Sons Ltd., London. Anon. sale, Christie's, London, 11 July 1995, lot 105. Private collection, UK (acquired from the above sale).

Edward Lear visited Egypt and the Nile in 1849, in late 1853 and in early 1867. He was delighted with Egypt's intense colours and richness of scenery.

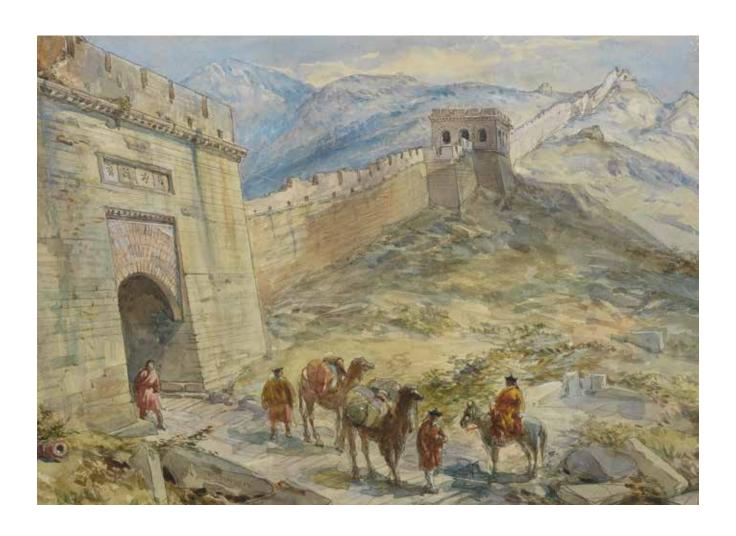
On the day the present lot was executed (rising at 5.40am, drawing at 7am) Lear wrote in his diary '...long flat lines of sandy distance, the few isolated lilac hills - the scant green of the Nile Garden, the silver river itself all form a beautiful Nubian scene '.1

¹ Edward Lear, Diary, 15 February 1867.



39 (detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



40 **WILLIAM SIMPSON (BRITISH, 1823-1899)** The Great Wall of China signed 'W^M. Simpson.' (lower left)

signed 'W[™]. Simpson.' (lower left watercolour and pencil 24 x 34cm (9 7/16 x 13 3/8in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

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

Portrait of Mary O'Brien signed with initials and dated 'G.F.W./1850' (lower left) pencil, framed as oval 22 x 17cm (8 11/16 x 6 11/16in).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500

George Frederic Watts had made a living from portraits since he was a teenager, working in fine pencil, chalk and silverpoint, as well as oil. The present portrait was drawn after his Florentine period, at the residence of the British minister Lord Holland. Encouraged by Holland, Watts had embarked on the famous Hall of Fame portrait collection he presented to the National Portrait Gallery.

Mary Ellen Vere O'Brien was the niece of Watts's friend, the Irish poet and critic Aubrey de Vere. In 1850, the artist was staying with de Vere's family in Ireland at Curragh Chase and Dromoland, the home of Mary's parents, the Hon Robert and Elinor O'Brien, sister of Aubrey de Vere. Mary Seton Watts records that Watts had drawn Mary's grandfather Lucius O'Brien, Baron of Inchiquin at this time.

From his London studio at 30 Charles Street, as the new Crystal Palace was rising for the 1851 Great Exhibition in Hyde Park, Watts wrote to thank Mary for her gift of a purse "which I shall always keep for the sake of Mary O'Brien and my first visit to Ireland . . . Your great card house was prodigious! What a pity you could not send it to our great glass-house exhibition as a specimen of Irish industry!" Watts would recall how at the age of twelve, shortly after sitting for her portrait, her finger had been shattered by gunpowder and a surgeon had to amputate. "If that is so please do it quickly, for papa will be home in half an hour". Mary asked her mother not to watch, but "look into my eyes and then you won't mind."

In the present portrait, her eyes gaze firmly on the viewer. Watts tended to draw his sitters deep in thought, their eyes often looking down. Here, the sitter seated facing front, her hair flowing over her shoulders, relates to his portrait of Lady Holland with her long hair flowing free (1844, Watts Gallery) and the pose of Alice Prinsep seated sideways at the piano (1860-61, private collection).

On 2 January 1868 Mary married Charles Spencer, a barrister and Secretary to the Commissioners of Lunacy, and grandson of the assassinated prime minister Spencer Perceval. Mary Perceval died on 19 June 1924.

We are grateful to Veronica Franklin Gould for her assistance in cataloguing this lot.

Literature

Mary Seton Watts, George Frederic Watts, The Annals of an artist's life, 1912, Vol. I, pp. 110-3.

National Portrait Gallery, Manuscript catalogue of letters from G. F. Watts, Album XII, p. 50.

Veronica Franklin Gould, G. F. Watts, The Last Great Victorian, 2014, pp. 29 and 57.

Barbara Bryant, G F Watts Portraits, Fame & Beauty in Victorian Society, 2014, cat. 40.



42 GEORGE FREDERIC WATTS, OM, RA (BRITISH, 1817-1904) A group of five figure and composition studies unframed

£2,500 - 4,000 €2,800 - 4,400

US\$3,200 - 5,200

(5)

Provenance

David Loshak Collection. Anon. sale, Christie's, London, 14 December 2016, lot 13. Private collection, UK.

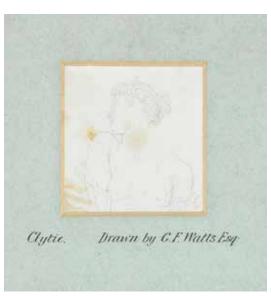


red chalk, 34.7 x 29cm (13 11/16 x 11 7/16in).

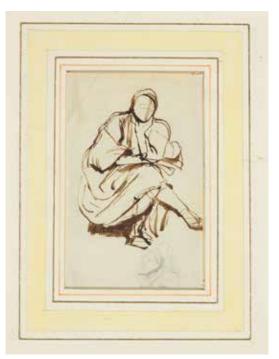


ii Study of Maria Jackson inscribed 'Mary Jackson' (lower right) pencil, 25.6 x 18cm (10 1/16 x 7 1/16in).

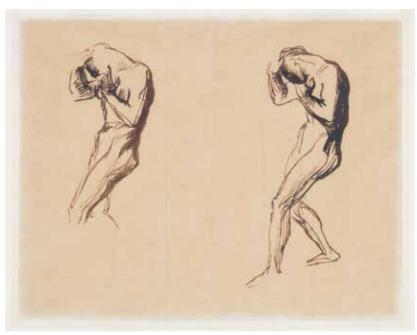
Maria Jackson was the grandmother of Virginia Woolf and Vanessa Bell and also modelled for Sir Edward Coley Burne-Jones.



iii Study for *Clytie* pencil, 5.2 x 4.8cm (2 1/16 x 1 7/8in).



iv Study for the figure of Zoroaster, in the fresco <code>Justice: A hemicycle of Law-givers</code>, circa 1855 pencil and brown ink, 9.2 x 5.8cm (3 5/8 x 2 5/16in).



v Study for Mischief brown ink, 17.9 x 22.8cm (7 1/16 x 9in).



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

signed with monogram and dated '1868' (lower right) pencil, blue and grey wash heightened with white 19.6 x 16.5cm (7 11/16 x 6 1/2in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

We are grateful to Dr. Malcolm Warner for confirming the attribution to Sir John Everett Millais on the basis of photographs.

Provenance

By descent through the artist's family.

Exhibited

London, Royal Academy, Works by the late Sir John Everett Millais, Bart., President of the Royal Academy, 1898, no. 213. London, Royal Academy, Millais, 1967, no. 37. St. Helier, Jersey Museum, Sir John Everett Millais, Bart., P.R.A. (1829-1896), an exhibition celebrating the 150th anniversary of Millais' birth, 20 August - 29 September, 1979, no. 45.

Literature

John Guille Millais, The life and letters of Sir John Everett Millais, Vol. II, London, 1899, p. 421 (illustrated p. 423).

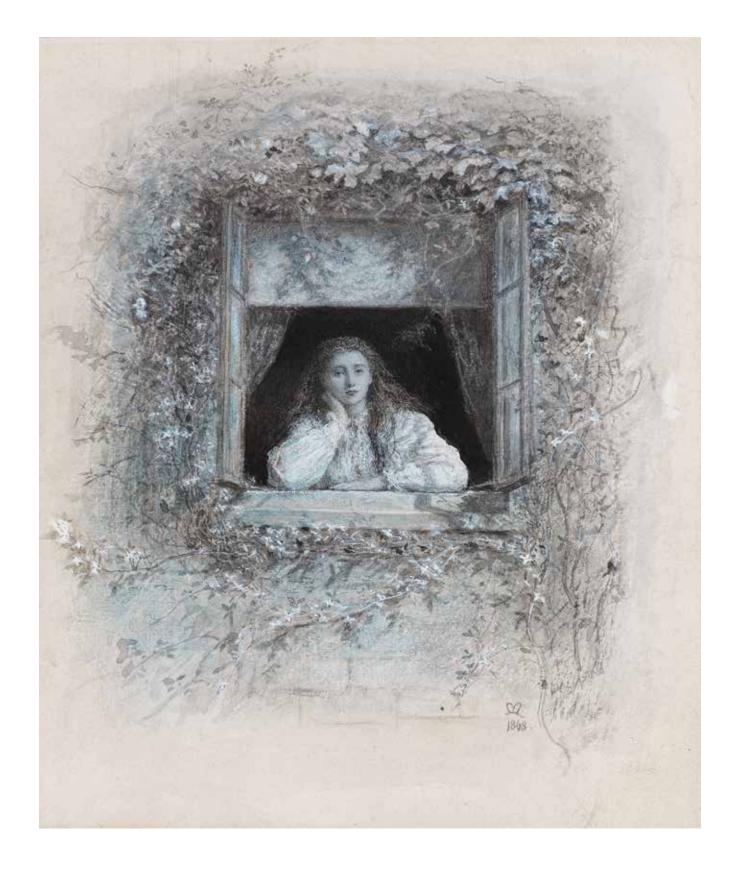
In the late 1860s, the poet Alfred Lord Tennyson, the composer Sir Arthur Sullivan and the painter Sir John Everett Millais joined forces on a project to combine the arts. Millais' son, John Guille Millais, in his book The life and letters of Sir John Everett Millais recalls his own conversation with Sullivan, who said 'It had long been my desire and ambition to do a work which should combine the three sister Arts, poetry, painting and music; and this idea I imparted to Tennyson and Millais. They both fell in with the notion, and Tennyson for this purpose wrote the little cycle of songs called The Window, or the Songs of the Wrens. These I set to music and Millais began the illustrations; each song was to have its accompanying picture."

The Window or The Songs of the Wrens was originally designed to bring fine-arts to the middle class and it was planned to be widely published for the Christmas Market of 1870.2 It would bring together pictures, poems and songs for private performance and enjoyment.

Due to unforeseen complications with Tennyson and, later, Millais's unavailability, only one drawing was completed: A Reverie, the present lot. Sullivan described the work thus: 'It was a lovely drawing of a girl at a window, birds flying around and 'vine and eglantine' trailing about

A Reverie (and, indeed, Millais' original enthusiasm for the entire project) is evidence of Millais' passion for music.4 Delicate handling of the subject matter and Millais' expert draughtsmanship and attention to detail contributes to the overarching beauty of the work.

- ¹ John Guille Millais, The life and letters of Sir John Everett Millais, Vol. II, London, 1899, p. 421.
- ² Colette Colligan and Margaret Linely, Media, Technology and Literature in the 19th Century: Image, Sound, Touch, 2011, p. 125.
- ³ John Guille Millais. The life and letters of Sir John Everett Millais. Vol. II, London, 1899, p. 421.
- 4 lbid, p. 422.





1/

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

Nude study for attendant figure holding a spear in *The Sleep of Arthur in Avalon*

black and white chalk over pencil on red-brown paper 40.5 x 28.2cm (15 15/16 x 11 1/8in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800

Provenance

Major Charles Sydney Goldman M.B.E (1868-1958) Collection, UK. Thence by descent to the present owner.

Charles Sydney Goldman was a close friend and admirer of the Pre-Raphaelite painter Sir Edward Coley Burne-Jones and the owner of his magnum opus *The Sleep of Arthur in Avalon*, a vast panoramic canvas depicting the last scene from the legend 'Morte d'Arthur,' which now hangs in the Museo de Arte, Ponce, Puerto Rico. In 1888, Goldman commissioned *Angeli Laudantes*, a large tapestry by Morris & Co designed by Burne-Jones (sold in these rooms 14 November 2006, lot 207). The work was to be given as a wedding gift to his betrothed, the Hon Agnes Mary Peel, granddaughter of the founder of the British Police Force, the Rt. Hon Sir Robert Peel.

From 1910-18 Goldman served as M.P for Falmouth and Penryn. He spent most of his life in the Transvaal, developed a particular interest in South and East African mining, and had an extensive estate known

as Schoongezicht in the Middelburg District. There he became a great friend of Cecil Rhodes. Clearly something of a character, Goldman was caricatured by 'Spy' for Vanity Fair in 1904, presented as 'A self-made African'.

In 1919 Goldman purchased the Nicola Ranch and Town site in British Columbia, Canada, which grew to some 300,000 acres. When in England, Goldman lived at Trefusis House, Falmouth until about 1929, moving to the Jacobean mansion at Yaverland Manor by 1946.

For similar nude studies for the figures in *The Sleep of Arthur in Avalon*, see Harrison and Waters, *Burne-Jones*, London, 1973, p. 167, fig. 252



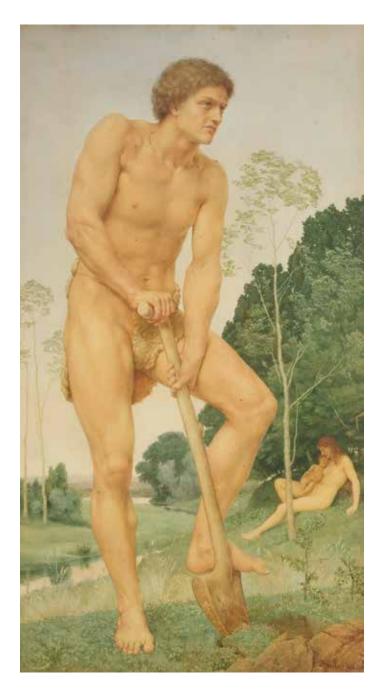
SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898)

Nude study for attendant figure in *The Sleep of Arthur in Avalon* black and white chalk over pencil on red-brown paper $40.5 \times 28.2 cm$ (15 15/16 x 11 1/8in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800

Provenance

Major Charles Sydney Goldman M.B.E (1868-1958) Collection, UK. Thence by descent to the present owner.



HENRY HOLIDAY (BRITISH, 1839-1927)

Adam. "In the sweat of thy face shalt thou eat bread" signed and dated 'HENRY HOLIDAY/1870' (lower right) watercolour

82 x 44cm (32 5/16 x 17 5/16in).

£8,000 - 12,000 €8.800 - 13.000 US\$10,000 - 16,000

Provenance

Anon. sale, Sotheby's, Belgravia, 19 October 1971, lot 35. Private collection, UK (acquired from the above). Thence by descent to the present owner.

Exhibited

London, Royal Academy, 1879, no. 857.

Henry Holiday was born in London in 1839 and showed an early interest in art. He was tutored by William Cave Thomas and was admitted to the Royal Academy Schools at just 15 years old.

As well as being an accomplished painter - in particular of historical genre - Holiday was an illustrator, glassmaker, enamellist and sculptor. He is well known for his large oil painting titled Dante and Beatrice, which is now in the Walker Art Gallery, Liverpool. In 1861, under the guidance of Edward Burne-Jones, he began to design stained glass for Powell and Sons, completing more than 300 commissions.

The present lot, executed in 1870, relates to the text from Genesis 3:19: 'In the sweat of thy face shalt thou eat bread, till thou return unto the ground; for out of it wast thou taken: for dust thou art, and unto dust shalt thou return' (King James Bible).



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

Buffaloes working a pump pencil 13.5 x 21.5cm (5 5/16 x 8 7/16in).

£2,000 - 3,000 €2,200 - 3,300 US\$2,600 - 3,900

Provenance

The artist.

Thence by descent; Mrs. Elisabeth Burt Collection, UK. Burt Collection; sale, Sotheby's, London, 10 October 1985, lot 22 (according to catalogue inscribed on former mount *Nile journey to Damietta*).

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

Exhibited

Oxford, Ashmolean Museum, 1965-1985 (on loan). Liverpool, Walker Art Gallery, *William Holman Hunt*, 1969, no. 143.

Literature

Judith Bronkhurst, William Holman Hunt. A Catalogue Raisonne, Vol. II, London, 2006, no. L38, p. 215.

48 *

RICHARD DOYLE (BRITISH, 1824-1883)

The enchanted fairy tree, or a fantasy based on The Tempest by William Shakespeare watercolour and bodycolour over traces of pencil 89 x 62cm (35 1/16 x 24 7/16in).

£30,000 - 50,000 €33,000 - 55,000 US\$39,000 - 65,000

Provenance

Anon. sale, Decoration Co, Melbourne, 7 August 1964. Private collection, Australia (acquired from the above for £52.10). Thence by descent to the present owner.

Exhibited

(Either this or another version dated 1845) London, Grosvenor Gallery, The works of Thomas Gainsborough, R.A., and a collection of drawings by the late Richard Doyle 1885, no. 232 (titled The Enchanted Tree).

Literature

Victorian Fairy Painting, exhibition catalogue, Royal Academy, London; The University of Iowa Museum of Art and The Art Gallery of Ontario, Toronto, 1997-1998, no. 51 (illustrating and describing Doyle's unpublished sketchbook, More Nonsense from Dick of 1843, which includes a pen and ink drawing of the same composition as here; and no. 52, illustrating and describing another version of this watercolour (lent by Jimmy Page) which, dated 1845 and of similar size, was exhibited at the Royal Academy in 1868 under the title The Enchanted Tree).

The present lot bears an old label on the reverse noting: "133 Doyle (Richard) - An Original Water Colour Drawing, representing a magician with his baton standing on terra firma, conjuring up a fictitious realm in the form of an Isle covered with shrubs, and bushes, and peopled with sea nymphs dancing in contortious movements to the tunes played on a lute by one of them, frolicsome and grotesque figures, monsters with their appalling looks and frantic gestures, gruesome and fierce creatures in human shape, bent on mischief and diabolic tricks, picturesque groups, and squirrels, imps and apes scattered about, the whole being blended into an harmonious ensemble most vivid in effect, measuring 35 by 24 ins, in the old handsome carved gilt frame / In this which we believe to be Doyle's largest work and his masterpiece, the artist allowed his fertile imagination full play, and the wealth of details accumulated in this picture, and the consummate skill he exhibits in handling so intricate a subject entitles him to be ranked among the best artists of the day. It may truly be surmised that his love of the little mites inspired him to produce such noble work for their decoration. If the artist had in mind Shakespeare's stirring play The Tempest, when making his sketch, such figures as Prospero, Caliban, Ariel, Trinculo, Stephano, Ferdinand and Miranda could easily find their place in it."





Fairy painting did not begin with the Victorians but in their hands it found its fullest expression. Their interest was multi-layered, embracing such aspects as the desire to explore the subconscious mind, the advent of spiritualism as well as the wish to escape the harsh realities of the material, industrial and scientific world - themes that have as much relevance today as they did then. The Victorians also had an insatiable appetite for subject paintings and ones that told a story, whether based on a topical theme or those inspired by literature. Of them Kinder- und Hausmärchen by the brothers Grimm (first published in England, 1823 under the title German Popular Stories) was a popular source, as too were Shakespeare's Midsummer Night's Dream and *The Tempest*. The present watercolour is based on the latter.

This exciting new discovery, crammed with an array of fantastic creatures, sprites, nymphs, fairies and monsters, together with animals, human figures and exotic vegetation is a masterpiece of extravaganza that shows Richard Doyle at his best. It is one of two large watercolour versions. The other, dated 1845 and slightly smaller (81.3 x 58.4 cm), was shown at the Royal Academy in 1868 (noted in the Master Catalogue as not for sale). That was 23 years after its creation and was one of only two works by Doyle to hang at the Summer Exhibition. Either the latter or this work was also exhibited after Doyle's death at the Grosvenor Gallery, 1885 where "One of the most important of his watercolour drawings 'The Enchanted Tree' (232), a huge palm, peopled with hundreds of quaint creatures, fairies emerging from flowering plants, mischieful imps, butterflies, and so on, is a work of patient industry and skill" (John Bull, 3rd Jan 1885, p. 16). The Manchester Courier (16th Feb 1885, p. 5) described it as "inexpressibly full of movement, variety of elfin character, and magic", while a review in The Artist of 1885 (vol. 6, p. 39) noted "A comparatively large water-colour (232) would alone repay examination of a morning. The figures circling round the enchanted tree, the lovers in the arbour to the left, the little sprites and fays inhabiting the air, display a power of drawing the human figure, both in motion and in repose, with which, strange as it now appears, Doyle, in his lifetime was by no means invariably credited." We also know from the label verso that this work was exhibited elsewhere. Whilst the label may refer to its sale at auction in Melbourne, 1964, the style of prose is closer to that of the late nineteenth or early twentieth century.

Although the individual details slightly differ, compositionally the two versions are very similar: the main distinction being that the dated watercolour was either intended or framed to have an arched top. Whilst Doyle's two watercolours were based on The Tempest he deliberately avoided depicting a specific scene, nor did he provide an accompanying quotation from Shakespeare's play within the RA 1868 exhibition catalogue. Rather he was more interested in establishing a feeling for the same supernatural atmosphere that pervaded The Tempest itself. As in the play the setting is an island where Prospero, the deposed Duke of Milan, had been washed ashore on a raft along with his three-year-old daughter Miranda and his books of magic spells. For the next twelve years he and Miranda were the island's only inhabitants except for Caliban, a deformed creature that Prospero had magically ordered to become his slave. There were also numerous spirits on the island, amongst whom was Ariel who Prospero rescued from being trapped in a tree by Caliban's mother, a witch named Sycorax. Shakespeare tells how, after twelve years of being marooned, Prospero orchestrates a mighty tempest at sea causing his former enemies on board a ship to be wrecked and cast onto the island. Among them is Alonso, the King of Naples, his brother Sebastian as well as Prospero's brother Antonio who, now Duke of Milan and with the help of Alonso, had originally usurped Prospero from power. Fellow passengers also washed ashore include Alonso's son Ferdinand, Trincalo a court jester, Stephano a boisterous butler and Gonzolo an old Milanese courtier.

The complex plot unfolds to describe how Alonso fears that his son Ferdinand did not survive the tempest, how the latter and Miranda fall in love at first sight and how Prospero tries to prevent their relationship developing too quickly. Meanwhile Ariel begs that Prospero releases him from servitude but Prospero reminds him of his position and orders Ariel to be transformed into a sea nymph, to make himself invisible and continue to be his aide so as to gain his early freedom. In another part of the island, Antonio persuades Sebastian that if he kills Alonso he would become King of Naples but the plot is foiled by Ariel. Meanwhile Caliban recruits Trincalo and Stephano to overthrow Prospero but again Ariel intervenes. The play concludes by Prospero freeing Ariel, forgiving those who had plotted against him, Miranda and Ferdinand's betrothal and Prospero's rightful return to his dukedom.

Since Doyle's work recreates an illusion rather than a part or even a summary of the play, many of the incidents within *The Tempest* are alluded to rather than specifically represented. Yet amongst the fabulous array of fairy forms, spirits and Bosch-like creatures that inhabit the land and air, specific characters and scenes emerge. Among them are the two lovers Miranda and Ferdinand who are seen to the left while Ferdinand may also be seen kneeling beside Prospero in the foreground. Then there is Ariel who, with other sea nymphs, dances mid-air around the tree and may also be seen playing music atop the right-hand palm fronds.



Richard Doyle was not alone in finding inspiration in *The Tempest*. Another great master of Victorian fairy painting was Richard Dadd whose *Come unto these Yellow Sands* was exhibited at the Royal Academy in 1842. Prior to that David Scott had shown *Ariel and Caliban* at the Royal Scottish Academy in 1838 while Paul Falconer Poole exhibited three scenes from *The Tempest* in 1849. Likewise, *Ferdinand Lured by Ariel* by Sir John Everett Millais hung at the Royal Academy in 1850 and fellow Pre-Raphaelite, Arthur Hughes depicted another version of *Ferdinand and Ariel*, circa 1851-58.

Like Dadd, Sir Joseph Noel Paton, John Anster Fitzgerald and other leading painters of fairy scenes, Doyle was not only concerned with their mystical allure but also minutia of detail in which the whole picture plane is filled with fantastic creatures. But what singles Doyle out from the rest is his humour and preference toward the gentler rather than darker side of magic – an aspect that reflected his genial nature. Richard Doyle, also known as Dick, was born in London into a rather remarkable family. His Irish born father John (who signed his work HB) was a caricaturist and political satirist; Dick's younger brother Henry Edward became the Director of the National Gallery of Ireland, his eldest brother James William was an historian and artist while his youngest brother Charles Altamont also illustrated fantasy scenes but is perhaps better known as the father of Sir Arthur Conan Doyle, famed as the creator of Sherlock Holmes.

Primarily a book illustrator of themes from everyday life and fairy subjects, Doyle's infinite skill and creative imagination was present from an early age. Aged fifteen he began a diary filled with illustrations that defied his youth and then in 1843, aged nineteen he joined the staff at *Punch*. For the next seven years he was a regular contributor to its pages, designing its iconic cover in 1849. However, the following year Doyle, who was a devout Catholic, resigned from *Punch* owing to their anti-papal leanings. 1851 saw him illustrating Ruskin's *The King of the Golden River* followed by Thackeray's *The Newcomers*, William Allingham's In Fairyland and many others. In addition to pure illustrative work Doyle executed some admirable fairy pictures both in oil and watercolour. As here, the latter were usually sizeable, included numerous figures and animals and often featured the roots or branches of a tree, as in *The Fairy Tree* (Cotsen Children's Library, Princeton University Library).

In a letter to his father dated 10th September 1843, Doyle wrote "I would prefer doing something serious next, but whether it be an illustration of the History of England, of France, of the Low Countries, of Lord Byron's Corsair, of any of Walter Scott's historical novels, of Victor Hugo's Legend of the Rhine, of the 'Midsummer Night's Dream,' The Tempest, the 'Fairie Queene, or anything else that is interesting, it is all the same to me." From the same year came one of Doyle's early sketchbooks (unpublished; dated 1843). The first full page features a highly detailed pen and ink drawing of the same dual-stemmed palm tree encircled by dancing sea nymphs that we see here. Likewise, Prospero stands in the same position as do so many other figures in and around the central tree. This is how the genesis for this composition began which Doyle then worked up into his large-scale watercolour of 1845. When exactly the present version was executed is unknown but it can be assumed to be of a similar date. Interestingly when the dated version was included in the Richard Doyle and his Family exhibition, held at the V&A, 1983-84 and again at the Victorian Fairy Painting show in 1997-98, no reference was made to the present watercolour, implying that at that stage its existence was still unknown. But that is understandable since from at least 1964 up until the present day it has been in a private collection in Australia, where Doyle had a strong following, both during and after his lifetime.

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



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

Reaping Time signed 'GBONeill' (lower right); signed and inscribed with artist's address (on the reverse) oil on canvas 77 x 99cm (30 5/16 x 39in).

£10,000 - 15,000 €11,000 - 17,000 US\$13.000 - 19.000

Exhibited

London, Royal Academy, 1878, no. 1013.

The ninth of fifteen children, George Bernard O'Neill was born on 17th July 1828. In the late 1830's his family left Dublin and settled in England where his father had a job as an Ordnance storekeeper at the Woolwich Arsenal. George enrolled at the RA schools and first exhibited there in 1847. This was the first of an unbroken run of Royal Academy exhibits right up until 1893, bar 1858, the year after he was married to Emma Stuart Callcott, the cousin of the artist John Callcott Horsley, RA.

In 1860 the O'Neills moved out of London, spending the summer months in Cranbrook, to join Frederick Daniel Hardy, who had settled there six years earlier. Within relatively easy reach of the metropolis, due to the new railway, this small village in Kent provided the perfect combination of rural subject matter, clean air and the chance for this group of painters to form a closely knit, almost familial colony. O'Neill leased 'Old Wisley' and the artists shared a studio on the High Street. They were soon to be joined by Thomas Webster, RA; George Henry Boughton and Augustus Mulready were also frequent visitors. Using mainly family, friends and local models, O'Neill produced narrative works which tended to be sentimental but proved popular with the Victorian public.

In Reaping Time, which was shown at the Royal Academy in 1878, the farmer or possibly grain merchant is testing the quality of the corn which has been harvested from the field beyond. The sample has been brought to him by the young girl who has discarded her hat, having come in from the field. This age old ritual is given modern relevance by the copy of the Kentish Express which lies open, and behind more everyday activities take place: a mother suckles her baby, an old lady feeds chickens and in the room behind the figures on the bench a customer prepares to have a shave.

The setting for this picture is almost certainly Old Wisley. The distinctive windows with diamond panes appear in many of the artist's works of this period, and the device of the open door allowing an additional narrative beyond the main event was a common device frequently employed in genre pictures at this time.

O'Neill continued to divide his time between London and Kent, and counted amongst his friends Whistler who he supported during the infamous libel case against John Ruskin in 1878. He died in London on 23rd September 1917.





JOHN MORGAN, RBA (BRITISH, 1823-1886)

Fish market - make your bid signed 'J. Morgan' (lower right) oil on canvas 71.1 x 135cm (28 x 53 1/8in).

£8,000 - 12,000 €8.800 - 13.000 US\$10,000 - 16,000

Provenance

(Probably) The French Gallery, London, 1865. Anon. sale, Christie's, London, 15 November 2007, lot 112. Private collection, UK.

This painting is one of three that John Morgan painted in the fishing village of Newhaven, just north of Edinburgh. Morgan had taken his family to live there immediately following the opening of the Royal Academy exhibition in 1865: they remained there for approximately two years.

Extracts from Morgan's diary of 1865 help place the picture. On 9 May he wrote 'I was much pleased and my imagination excited by the shipping I saw there, we walked on to Newhaven, were[sic] I was to find all I wanted. The costumes and dwellings of the fisherwomen greatly delighted. Their petticoats striped and coloured, their baskets and their outer stairs appeared to me most picturesque'.

The painting marked a return to Morgan's ambitious multi-figure works. His son Fred Morgan aged 18, who had left school at 14 and by this time was exhibiting his own works, would have helped his father with the twenty six figures.

The picture was bought by the London dealer Thomas Wallis of the French Gallery, 120 Pall Mall, London. Wallis entered the two earlier works painted in Newhaven Going to the boats and Coming from the boats at the British Institution.

We are grateful to Terry Parker for his assistance in cataloguing this lot.



JOHN MORGAN, RBA (BRITISH, 1823-1886)

Married for money signed 'John Morgan' (lower left) oil on canvas 107.8 x 171.5cm (42 7/16 x 67 1/2in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

Anon. sale, Bukowskis, Stockholm, 30 November 2004, lot 257. Haynes Fine Art, Broadway. Private collection, UK.



AUGUSTUS EDWIN MULREADY (BRITISH, 1844-1905)

Sounds of Revelry

signed and dated 'A E. Mulready/1886' (lower right); signed, titled, inscribed and dated 'Sounds of Revelry/Augustus E Mulready/This picture being painted with pure oil/should not be varnished until a couple/of years from present date. June 1886.' (on the stretcher) oil on canvas

61 x 48.3cm (24 x 19in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Provenance

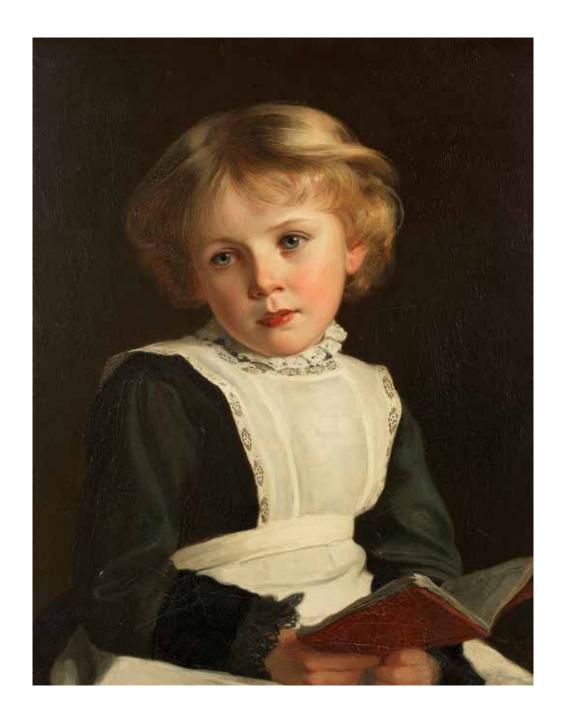
Burlington Paintings, London. Private collection, UK.



HARRY BROOKER (BRITISH, 1848-1940)

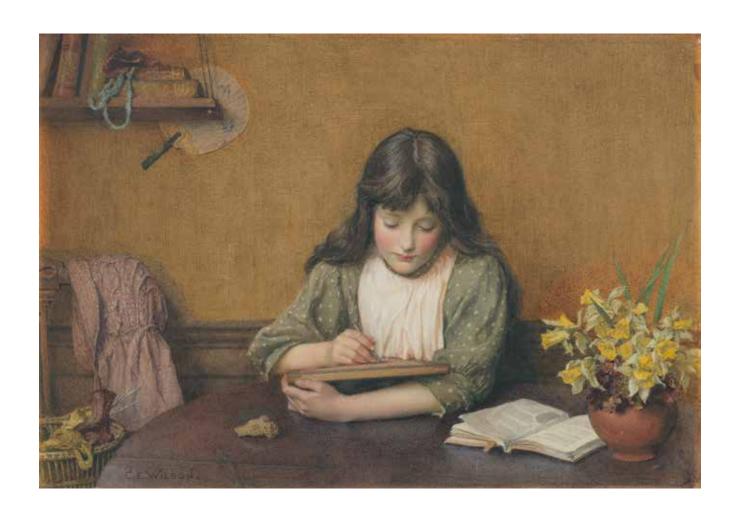
The performance signed and dated 'Harry. Brooker./1903.' (lower left) oil on canvas $71.1 \times 91.5 cm$ (28 x 36in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000



JAMES HAYLLAR, RBA (BRITISH, 1829-1920) A pause from reading signed and dated 'J. Hayllar/1890' (lower right) oil on board 50.5 x 40.5cm (19 7/8 x 15 15/16in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800



$55\,$ Charles Edward Wilson (British, 1854-1941)

Homework signed 'C.E.Wilson' (lower left) watercolour 24.1 x 36.5cm (9 1/2 x 14 3/8in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800

Provenance

Private collection, UK.



56 JOHN GEORGE TODD (BRITISH, ACTIVE 1861-1892) Gathering poppies signed and dated 'G. Todd/77' (lower left) oil on panel 42 x 26cm (16 9/16 x 10 1/4in).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500

Provenance

Private collection, UK.



HECTOR CAFFIERI, RI, RBA (BRITISH, 1847-1932)

A summer's day, Marlow Lock signed 'H. Caffieri' (lower left); bears inscription 'Marlow Lock RI' (on the reverse) watercolour and bodycolour 45.7 x 61cm (18 x 24in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Anon. sale, Sotheby's, London, 16 October 1986, lot 225. Private collection, UK.

Hector Caffieri was born in Cheltenham in 1847. He studied in Paris under Léon Bonnat and Jules Joseph Lefebvre and went on to be a master draughtsman and watercolourist. He is most well-known for his fishing scenes of English and French ports, his aesthetically-pleasing landscapes and his depictions of flowers. He exhibited at the Royal Academy in London and at the Salon des Société des Artistes Français in Paris.

The present lot is a wonderful example of Caffieri's *oeuvre*. The watercolour depicts a tranquil summer's day at Marlow Lock, Buckinghamshire. The warmth of the day is expertly conjured through Caffieri's unreserved use of colour: bright splashes of pinks, lilacs and oranges capture our attention. The curved edge of the river draws the eye past the group of people lounging on the left through to the activity at the entrance of the lock. The alert puppy and the boy fishing add a sense of innocence and pure joy to the painting. Caffieri brings the grass and summer flowers to the very edge of the sheet, adeptly inviting the viewer to step into the scene.





MYLES BIRKET FOSTER, RWS (BRITISH 1825-1899)

Minding sheep signed with monogram (lower left) watercolour and bodycolour 21.5 x 34cm (8 7/16 x 13 3/8in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

59

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

In the meadow signed with monogram (lower left) watercolour and bodycolour 13 x 18cm (5 1/8 x 7 1/16in).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500



60 " HELEN ALLINGHAM, RWS (BRITISH, 1848-1926) Old Surrey cottage signed 'H. Allingham' (lower left)

signed 'H. Allingham' (lower left) watercolour $36 \times 51.5 cm$ (14 3/16 x 20 1/4in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Provenance

Private collection, Australia.

ARCHIBALD THORBURN (BRITISH, 1860-1935)

End of the season signed and dated 'Archibald Thorburn 1909' (lower left) watercolour and bodycolour 27.9 x 38.1cm (11 x 15in).

£18,000 - 25,000 €20,000 - 28,000 US\$23,000 - 32,000

Provenance

The Tryon Gallery, London. Private collection, UK (acquired from the above circa 1969). Thence by descent to the present owner.







ARCHIBALD THORBURN (BRITISH, 1860-1935)

Study for Grouse on the Moor signed and dated 'A. Thorburn. 1891' (lower left) watercolour and bodycolour 23.7 x 39.4cm (9 5/16 x 15 1/2in).

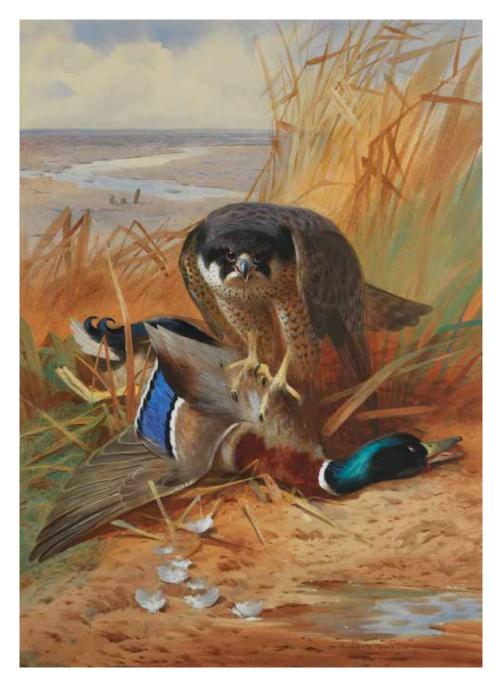
£2,000 - 3,000 €2,200 - 3,300 US\$2,600 - 3,900

The present lot is a study for the larger watercolour titled *Grouse on* the Moor, which is illustrated in David Waters Archibald Thorburn Artists and Illustrator: The Prints & Proofs 1889-1934, p. 28, and was also reproduced as a limited edition print by Ernest Brown and Phillips in 1891.

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

Study of a grouse signed 'A. Thorburn' (lower left) watercolour 30.5 x 32.5cm (12 x 12 13/16in).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500



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

Peregrine falcon and mallard duck on a sandbank signed and dated 'Archibald Thorburn/1901' (lower right) watercolour and bodycolour 75 x 53.3cm (29 1/2 x 21in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Private collection, UK.



ARCHIBALD THORBURN (BRITISH, 1860-1935)

Scaup, Golden Eye and Smew signed and dated 'A. Thorburn/1932.' (lower left) watercolour heightened with white 18.5 x 27.3cm (7 5/16 x 10 3/4in).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500

Provenance

Mitchell Galleries, London. Anon. sale, Bonhams, Knightsbridge, 9 September 2008, lot 22. Private collection, UK.





66 AF

EDGAR HUNT (BRITISH, 1876-1953)

Goats and chickens in a farmyard; Donkeys and chickens in a farmyard a pair, both signed and dated 'E. Hunt 1925' (lower left) oil on canvas each 30.5 x 46cm (12 x 18 1/8in).

(2)

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000



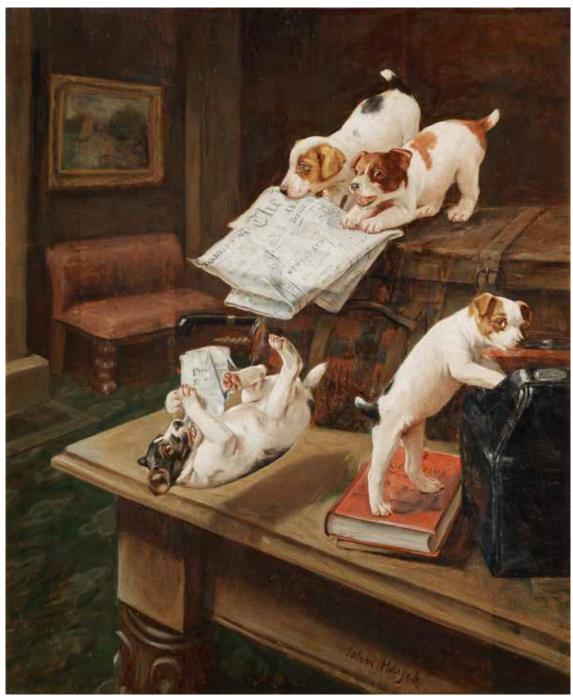
JOHN EMMS (BRITISH, 1843-1912) Anticipation signed 'JNO EMMS.' (lower left) oil on canvas

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000

50.8 x 68.6cm (20 x 27in).

Provenance

Private collection, UK.



68
JOHN HAYES (BRITISH, 1786-1866)
Raiders
signed 'John Hayes' (lower right)
oil on canvas
77 x 63.5cm (30 5/16 x 25in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

Provenance

Anon. sale, Bonhams, London, 5 October 1978, lot 11. Private collection, UK.

69 * AR

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

Indolence signed 'Arthur Wardle' (lower right) oil on canvas 55.8 x 91.4cm (21 15/16 x 36in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

In the first two decades of the 20th century, Arthur Wardle was one of the best known living British animal painters. He portrayed an astonishing diversity of subjects with an engaging naturalism and command of different media. Unlike many of his contemporaries in the genre who restricted themselves to horse and hound, deer and domesticated beasts, Wardle painted and drew every mammal from elephant to mouse in watercolour, pastel and oil.

Born in London in 1864, Arthur Wardle received no formal artistic training. Aged just 16, the young artist had a work displayed at the Royal Academy, a privilege granted very few artists of his age. Wardle was an avid painter, and from his first entry in 1880 until 1936 he exhibited more than one hundred paintings at the Royal Academy as well as the Society of British Artists at Suffolk Street. He was elected to the Pastel Society in 1911 and became a member of the Royal Institute of Painters in Water Colours in 1922. In 1931 he held his first one man exhibition at the Fine Art Society and in 1935 the Vicar's Gallery held an exhibition of his work. During this time he also exhibited in Paris.

Wardle's career was highly successful and his works were widely sought after. His *oeuvre* could be divided into two categories, domestic and exotic. The more exotic animals were transferred to canvas from sketches that the artist made at London zoo. Wardle was also one of the most famous dog painters of the time and was particularly known for his paintings of terriers.

The present lot is the embodiment of all the elements that contributed to Wardle's fame in his lifetime. A young boy reclines on a massive tiger skin, clutching his pet terriers in order to keep them away from a puppy playing with a ball. He is obviously enjoying the comfort of the luxurious fur. The brushwork is extraordinary and the controlled palette served to help the artist create an environment of luxury and indolence. The bright red ball, in the lower left corner of the composition, draws in the viewer's eye. From there the composition is deftly handled to draw the viewer from the puppy and ball to the apex of the triangle formed by the outstretched body of the young boy. The brilliant whites, jet backs and tawny tones in between create an atmosphere of warmth which is enhanced by the expert handling of the fur of the tiger and the terriers. The resulting image is one of lassitude and comfort, opulence and lethargy.





70 ^{AR}

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

Not married signed 'C. SPENCELAYH' (lower left) oil on panel 32 x 19.5cm (12 5/8 x 7 11/16in).

£40,000 - 60,000 €44,000 - 66,000 US\$52,000 - 78,000

Provenance

Private collection, UK.

Exhibited

Imperial Gallery of Art (according to a label attached to the reverse).

Aubrey Noakes, Charles Spencelayh and his paintings, London, 1978, no. 44 (illustrated p. 162).





71 AF

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

June 2nd, 1953 (Coronation Day) signed and dated 'CHARLES SPENCELAYH./2-6-1953.' (lower right) oil on canvas 76.2 x 55.9cm (30 x 22in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Provenance

Anon. sale, Sotheby's, London, 16 November 1976, lot 95. Anon. sale, Sotheby's, Belgravia, 29 March 1995, lot 158. Private collection, UK.

Exhibited

London, Royal Academy, 1954, no. 636 (titled June 2nd, 1953).

Literature

Aubrey Noakes, *Charles Spencelayh and his paintings*, London, 1978, no. 61 (illustrated p. 179, titled *Coronation Day, June 2nd 1953*).



72 ^{AR}

FRANK MOSS BENNETT (BRITISH, 1874-1952)

The Roast Beef of Old England signed 'FM Bennett' (lower left) oil on canvas 76.2 x 101.6cm (30 x 40in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000

Provenance

Mandell's Gallery, Norwich.
Private collection, Channel Islands.
Anon. sale, Bonhams, London, 22 April 2009, lot 137.
MacConnal-Mason & Son Ltd., London.
Private collection, UK.



73 SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Cattle watering near Snowdonia signed and dated 'S R Percy. 1873.' (lower right) oil on canvas 61 x 96.5cm (24 x 38in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

The Cooling Galleries, London. Private collection, UK.





74 TP

GEORGE VICAT COLE, RA (BRITISH, 1833-1893)

The decline of day signed and dated 'Vicat Cole. 1864.' (lower left); indistinctly inscribed (on an artist's label attached to the stretcher) oil on canvas 121.9 x 182.9cm (48 x 72in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

Wiganthorpe Hall; sale, Henry Spencer & Sons Auctioneers, York, 23-25 October 1953, lot 24. Private collection, UK (acquired at the above sale). Thence by descent to the present owner.

Exhibited

London, Royal Academy, 1864, no. 346.

Literature

Robert Chignell, The life and Paintings of Vicat Cole, R.A., London, 1898, Vol. III, p. 84-85.

The present lot cements George Vicat Cole's status as one of the leading English 19th century landscape artists. Exhibited at the Royal Academy in 1864, the large oil on canvas - a panoramic view of Weald, Surrey, looking towards Leith Hill - expertly captures a lateafternoon glow and is a homage to the glory of nature.

In the book The life and Paintings of Vicat Cole (1898), Robert Chignell wrote the following passage about the present lot: 'Moving his hut on Holmbury Hill to different points of vantage, he found an ever-varying foreground and middle-distance, whilst the Weald of Sussex [sic], unwearying in its beauty of varied form and changing atmosphere, stretched away to the far-off horizon. The sense of space and its accompanying mystery, whether in sky or plain, had always for him an impressive charm; and the delicate and truthful gradations of tone, by which he represented the aerial effects of distance, reveal not only the knowledge and skill of the artist, but also the tender sympathy of the lover. There is no indefinite generalisation, no vague patches of light and shade, laid on to produce startling but unnatural effects. Form is everywhere definite, yet veiled in light and toned down to its place in aerial perspective'.1

In this vast work, Cole has included incredible detail using vibrant and rich colours. From the purple hues of the heather in bloom to the smoke rising from a hillside chimney to a dog intently watching a flock of sheep, the viewer is endlessly captivated. An open gate at the top of the hill encourages us to look to the setting sun, whose warm golden glow lights up an evening sky. All the elements unite to infuse the painting with tranquillity and loveliness – a truly impressive view.

¹ Robert Chignell, The life and Paintings of Vicat Cole, R.A., London, 1898, Vol. III, p. 84.





75 **BENJAMIN WILLIAMS LEADER, RA (BRITISH, 1831-1923)** A tranquil spot signed and dated 'B. W. Leader. 1862.' (lower left) oil on canvas 54 x 79.8cm (21 1/4 x 31 7/16in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800



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

Evening among the Surrey Pines signed and dated 'B. W Leader. 1904.' (lower left); inscribed with title and artist's name 'N $^{\circ}$ 3. Evening among the Surrey Pines B. W. Leader' (on the stretcher) oil on canvas 91.4 x 143cm (36 x 56 5/16in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Provenance

Wiganthorpe Hall; sale, Henry Spencer & Sons Auctioneers, York, 23-25 October 1953, lot 55.

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

Thence by descent to the present owner.

Exhibited

London, Royal Academy, 1904, no. 184.

Literature

Royal Academy Pictures, 1904 (illustrated p. 118). Frank Lewis, *Benjamin Williams Leader, R.A. 1831-1923*, Leigh-on-Sea, 1971, no. 562, p. 52.



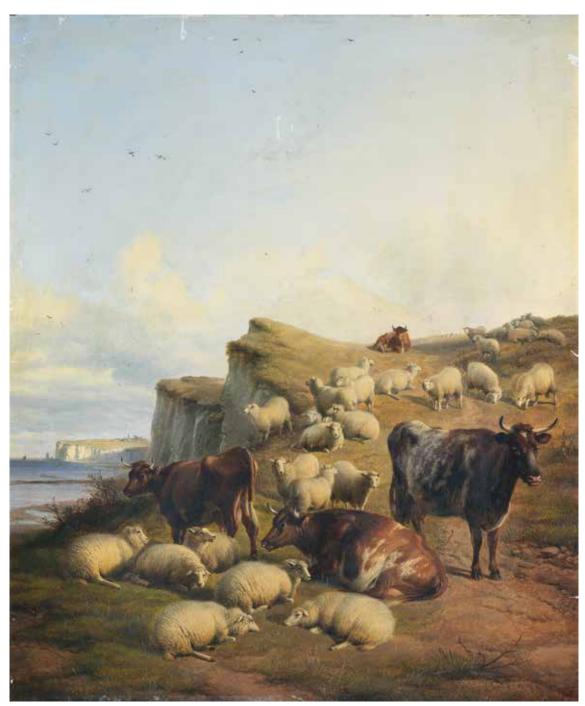
JOHN FREDERICK HERRING, SNR. (BRITISH, 1795-1865)

Ducks and ducklings by a pond signed and dated 'J.F. Herring Sen'./1861.' (lower left) oil on panel 25.4 x 30.5cm (10 x 12in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Provenance

Richard Green Gallery, London.



78 **THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)**Seven Sisters
signed and dated 'T. Sidney. Cooper. RA/1880' (lower right) oil on board
61 x 50.8cm (24 x 20in).

£4,000 - 6,000 €4,400 - 6,600 US\$5,200 - 7,800



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

Repose

signed and dated 'T. Sidney Cooper. RA./1895' (lower left); inscribed with title, artist's name and address (on a label attached to the stretcher) oil on canvas

127 x 89.5cm (50 x 35 1/4in).

£25,000 - 35,000 €28,000 - 39,000 US\$32,000 - 45,000

Exhibited

London, Royal Academy, 1895, no. 209.

Literature

Royal Academy Pictures, 1895 (illustrated p. 64, erroneously listed as being 42 x 30 ins.)

H. Blackburn, *Academy Notes*, 1895 (illustrated p. 59). Kenneth J. Westwood, *Thomas Sidney Cooper, His life and work*, David Leathers Publishing, 2011, Vol. I, cat no. O.1895.3, p. 474, (illustrated in black and white, Vol. II, plate 362, p. 286).

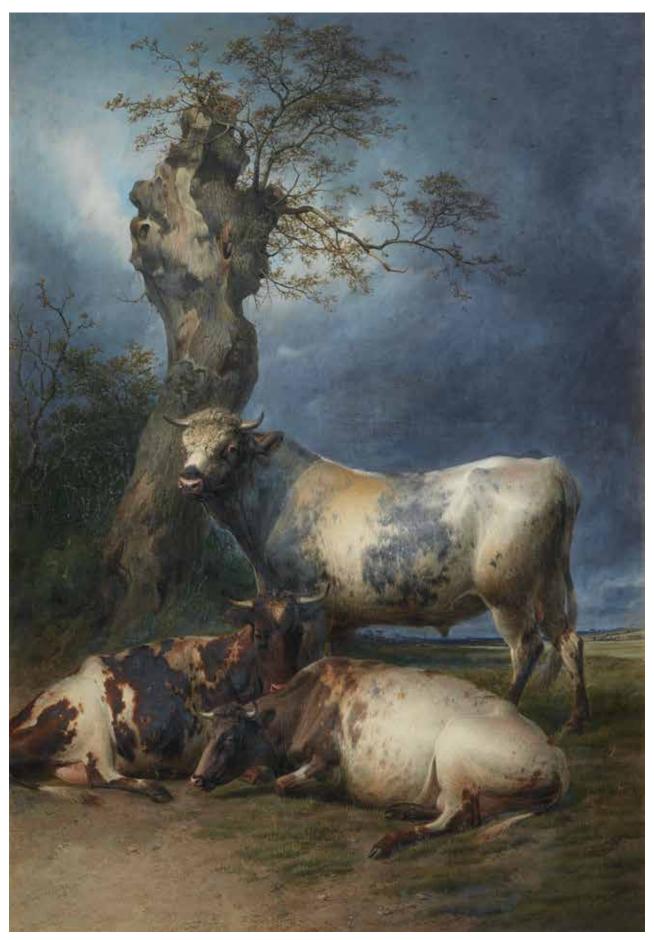
Exhibited at the Royal Academy in 1895, *Repose* is an outstanding example of the later work of Thomas Sidney Cooper.

Originally trained as a coach painter, Cooper is generally regarded as one of the foremost British animal painters of the 19th century. With support from an uncle, he first attended the RA schools in 1824, but never completed his formal training, returning to his native Canterbury to resume his career as a coach painter and drawing master. 1824 was a pivotal year for the artist: he left Kent and travelled to Brussels to seek work and there met Eugene Verboeckhoven. The Belgian artist was a supreme technician with a keen observation of nature, and it was here that Cooper would develop a skill that defined his work for the next 70 years.

Cooper returned to England in 1830 and enjoyed growing popularity

with critics and the public alike; as his reputation grew so did the commissions. He was summoned to paint for Queen Victoria in 1848 and subsequently awarded the medal of the Royal Victorian Order. However his major benefactor was Robert Vernon, a self-made man who had amassed a fortune supplying horses to the British army during the Napoleonic wars – Cooper was to later name the house that he had built at Harbledown 'Vernon Holme' in recognition of the support he had received from his patron. Two years before his death in 1849, Vernon bequeathed a collection of 154 pictures to the nation, including works by Constable, Turner, Reynolds, Gainsborough and Landseer. Cooper lived the last fifty four years of his life at Harbledown just west of Canterbury, and died in February 1902.

Presented in the original frame, *Repose* shows a magnificent bull standing in an open landscape beside a knarled tree, with a brooding sky beyond. Two cows lie submissive at his feet in a work reminiscent of the 17th century Dutch master Paulus Potter. Indeed, this triangular composition was a popular device employed by artists as far back as the Renaissance, used to draw the viewer's attention to a figure or to give an impression of stability. Even though this work was painted when the artist was 92 years old, the quality is testament to one of the most enduring and celebrated figures of 19th century British art.





RICHARD ANSDELL, RA (BRITISH, 1815-1885)

Gathering the herd

signed and dated 'R. Ansdell/1873.' (lower right); inscribed with title, artist's name and address (on a label attached to the stretcher) oil on canvas

91 x 192cm (35 13/16 x 75 9/16in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

We are grateful to Sarah Kellam (née Ansdell) for confirming the attribution to Richard Ansdell on the basis of photographs, and for her assistance in cataloguing this lot - www.richardansdell.co.uk.

Provenance

Private collection, UK.

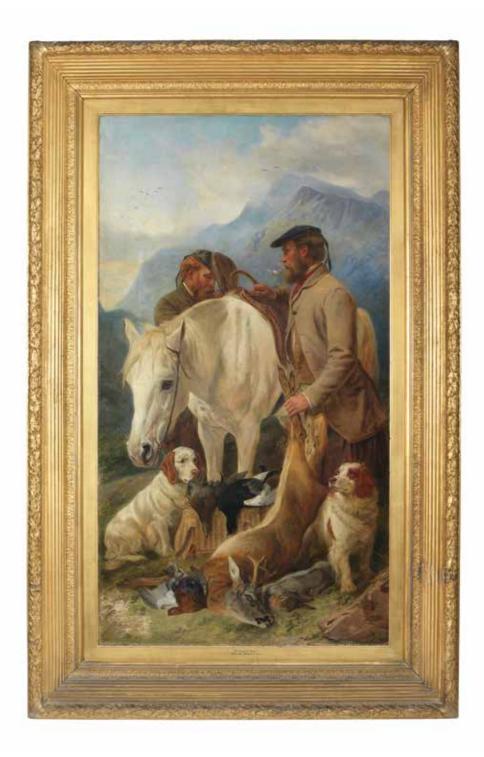
Exhibited

London, Royal Academy, 1873, no. 201.

After the private view at the Royal Academy, London 2 May 1873, The Birmingham Daily Post reviewed the present lot, noting '...Here we are in a wild Highland glen, far off amid the silence of solitary hills, with purple heather under the feet, and shrew northern breezes tumbling the clouds overhead. "The Herd" is a herd of stout West Highland cattle, shaggy of coat, frowsy of flank, with great rough heads, lighted up by mute flashing eyes, and towering horns, which are their distinctive characteristic. Night is coming on, and the evening air is pouring the white mists down the hills. In the distance the shepherd picks his way among the boulders, and gathers the cattle together by the aid of his dog..'.

Ansdell was living at Lytham House in Kensington in 1873. While it is rumoured that some of his animal subjects were brought down by train from Scotland and kept in Ansdell's garden in Kensington to study, the present lot was most likely painted in Scotland, as he was still visiting Moy Lodge every year during this time.

The London Evening Standard and The Nottingham Evening Post both reported that on Saturday 22nd February 1902, Gathering the Herd was sold at Christie's for 145 gns - it was previously the property of either Wm. Waring of Prince's Gardens, London or the Marchioness of Anglesey - this was a joint sale of their assets.



RICHARD ANSDELL, RA (BRITISH, 1815-1885)

The keeper's pony signed and dated 'R Ansdell./1869' (lower right) oil on canvas 137.2 x 76.2cm (54 x 30in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000 We are grateful to Sarah Kellam (née Ansdell) for confirming the attribution to Richard Ansdell on the basis of photographs - www.richardansdell.co.uk.

Provenance

Anon. sale, Christie's, London, 2 April 1969, lot 247. Peter Ansdell Collection, UK. Private collection, UK (acquired from the above circa 1975).



HENRY PETHER (BRITISH, ACTIVE 1828-1865)

Moonlight on the Grand Canal, Venice signed 'Henry Pether' (lower left) oil on canvas 61 x 92cm (24 x 36 1/4in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000



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

Alicante signed, inscribed and dated 'EW. Cooke ARA. 1861/ALICANTE.' (lower right) oil on canvas 26.7 x 39cm (10 1/2 x 15 3/8in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Edward William Cooke visited Spain and North Africa, embarking with Robert Bateman in September 1860. Cooke was very interested in the local craft and travelled to Barcelona, Tortosa, Valencia and Madrid. In Alicante, he was granted a permit to sketch from the Governor and equipped with oil colours spent the day painting from the deck of a dredging machine.¹

The present lot, painted in 1861, is a superb depiction of the sunsetting over the sea and port of Alicante.

¹ John Munday, *E. W. Cooke 1811-1880 A Man of his Time*, Woodbridge, 1996, p. 200-201.

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Old Scarborough signed and dated 'Atkinson Grimshaw/1882 +' (lower right) oil on board 35×45.4 cm ($13\ 3/4 \times 17\ 7/8$ in).

£70,000 - 100,000 €77,000 - 110,000 US\$91,000 - 130,000

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

Provenance

Private collection, UK.

Grimshaw's long association with Scarborough began in the mid-1870s, when the artist rented a house in the town - which he named 'Castle-by-the-sea' after the Henry Longfellow poem - and secured the patronage of Thomas Jarvis, a local brewer.¹ Scarborough was by then becoming a prosperous town, deriving an income from tourism as well as from fishing.

Grimshaw's time in Scarborough was productive and successful; his house attracted famous visitors such as George du Maurier and Ellen Terry, and the harbour provided the backdrop for some of the artist's most accomplished and atmospheric nocturnes. The present lot shows the South Bay under moonlight, with the outline of St. Mary's chapel prominent in the skyline. Lights twinkle from the shoreline cottages, and from a boat moored in the open water. A solitary figure stands beside the harboured boats on the quayside, silhouetted beneath a glowing streetlamp.

¹Alexander Robertson, Atkinson Grimshaw, London, 1988, p. 62.



JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

London, St James' Street signed and numbered 'Atkinson Grimshaw F42' (lower right); signed, inscribed with title and numbered (on the reverse) oil on a photographic base laid down on canvas 30.5 x 46cm (12 x 18 1/8in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

We are grateful to Alexander Robertson for confirming the attribution to John Atkinson Grimshaw on first hand inspection.

From 1880, Grimshaw began to produce paintings of London and the Thames. Alexander Robertson notes that 'the atmosphere in the capital was a particular attraction, with its dense fogs and river mists'.¹ In 1885 Grimshaw rented a studio in Chelsea; he was now funding houses in Leeds, Scarborough and London, perhaps stimulating a necessity to increase his artistic output.

Grimshaw left no written details of his photographic paintings. His son Louis was a photographer and Grimshaw was known to be interested in the theatre, and in particular the sophisticated special effects which were being experimented with at The Grand Theatre in Leeds. Grimshaw's grandson recorded that Grimshaw used photographs and lantern studies as references for his paintings. He also suggested that Grimshaw occasionally projected images onto his canvas and then used the outlines as the basis for his paintings. However, as Robertson notes, the artist 'did occasionally paint over photographs completely in the 1880s' with the prints stuck on to a stretched canvas.² They are usually signed with a code, consisting of a letter and a number and often signed and inscribed in the traditional manner of his painting.

A very similar composition to the present lot was sold at Christie's, London, 11 June 1993, lot 113 (as one of a pair with *Pall Mall*), and formed part of an exhibition entitled *Atkinson Grimshaw, Painter of Moonlight*, 16 April - 4 September 2011 (later travelled to Guildhall Art Gallery, London, 19 September 2011 - 15 January 2012), no. 83.

¹ Alexander Robertson, *Atkinson Grimshaw*, London, 1988, p. 73-74. ² Ibid, p.116





Photograph of Wilson Barrett

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

A scene from Act II, *Jane Shore* signed and dated '1876+/Atkinson Grimshaw' (lower right) oil on canvas 61.5 x 92cm (24 3/16 x 36 1/4in).

£25,000 - 35,000 €28,000 - 39,000 US\$32,000 - 45,000

We are grateful to Alexander Robertson for confirming the attribution to John Atkinson Grimshaw on the basis of photographs, and for his assistance in cataloguing this lot.

Provenance

Wilson Barrett Collection, UK. Thence by descent to the present owner.

Exhibited

Leeds City Art Galleries, *Atkinson Grimshaw 1836-1893*, 13 October - 10 November 1979, no. 67 (later travelled to Southampton Art Gallery 24 November - 29 December 1979 and Liverpool Walker Art Gallery 12 January - 9 February 1980).

Harrogate, The Mercer Art Gallery, Atkinson Grimshaw, Painter of Moonlight, 16 April - 4 September 2011 (later travelled to Guildhall Art Gallery, London, 19 September 2011 - 15 January 2012).

The present lot depicts a scene from Act II of *Jane Shore*. The play, by W.G. Wills, was produced at the Leeds Amphitheatre in 1875 and 1876. The parts of Henry Shore and his errant wife Jane were played by Wilson Barrett and his wife Caroline Heath, who is seen in the painting returning home after her affair with King Edward IV, only to find that her own child had died. The Barretts were close friends of the Grimshaws and introduced them to many other actors who would often be entertained at the Grimshaws' Leeds home, Knostrop Hall, so giving the artist a certain Bohemian reputation.

Around the mid-1870s Grimshaw began to produce aesthetic interiors featuring fashionable women at home, in imitation of artists James Tissot and Lawrence Alma-Tadema. His work was also appearing in London exhibitions at the Bond Street gallery of Agnew's which further enhanced his reputation. In 1878 Barrett became the actor manager of the newly opened Grand Theatre in Leeds.

According to a letter written by the artist's daughter Enid to her brother-in-law circa 1917, this room set from the play had been re-created in the Barretts' own home in Beech Grove, Leeds, but why the artist chose to paint it is not clear as the very subject must have been painful, with three Grimshaw children recently dead from diphtheria. However the artist's new found interest in richly appointed and elegantly furnished rooms was probably an attraction, as was the commission from Barrett who had the painting hung at the Grand Theatre for many years.

In both landscapes and interiors Grimshaw loved to show different light sources; here, the main figure is illuminated by moonlight shining through the stained glass, while the firelight catches the outlines of the husband and the maid. As in certain other paintings, the central figure is over life size; whether this is just for emphasis or other reasons is unclear. The result is a warm and mysterious interior redolent of comfort and home and very much what the Grimshaws themselves had tried to create in their manorial setting at Knostrop.





87 JAN JACOB SPOHLER (DUTCH, 1811-1866) Winter landscape with skaters beside a windmill signed 'J.J.Spohler.f.' (lower left) oil on canvas 62 x 86.4cm (24 7/16 x 34in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000



FREDERIK MARINUS KRUSEMAN (DUTCH, 1816-1882)

Winter landscape with figures near a mansion signed 'FMKruseman' (lower right) oil on canvas 61 x 78cm (24 x 30 11/16in).

£15,000 - 25,000 €17,000 - 28,000 US\$19,000 - 32,000



HERMANUS KOEKKOEK (DUTCH, 1815-1882)

Fishing vessels in a squall signed with initials and dated 'H K 1841' (lower right) oil on panel 38.5 x 53cm (15 3/16 x 20 7/8in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000



BARTHOLOMEUS JOHANNES VAN HOVE (DUTCH, 1790-1880)

Street scene, Amsterdam signed 'B. J van Hove.' (lower right) oil on panel 33 x 44.5cm (13 x 17 1/2in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

Provenance

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



PIETER LODEWIJK FRANCISCO KLUYVER (DUTCH, 1816-1900)

Extensive landscape with a church in the distance indistinctly signed 'Kluyver' (lower right) oil on panel 40.6 x 64cm (16 x 25 3/16in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000



PIETER LODEWIJK FRANCISCO KLUYVER (DUTCH, 1816-1900)
Extensive landscape with a windmill in the distance signed 'Kluyver/f' (lower right) oil on canvas laid down on panel 41 x 65cm (16 1/8 x 25 9/16in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000



JOZEF ISRAELS (DUTCH, 1824-1911)

Feeding the pet goat signed and dated 'Josef Israels/1879' (lower left) oil on panel 50 x 33.6cm (19 11/16 x 13 1/4in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Provenance

James Crathern (b. 1830), Montreal. To his daughter Evelyn who married Gerald Hansard, descendant of Luke Hansard, the Parliamentary reporter. Thence by descent to the present owner.



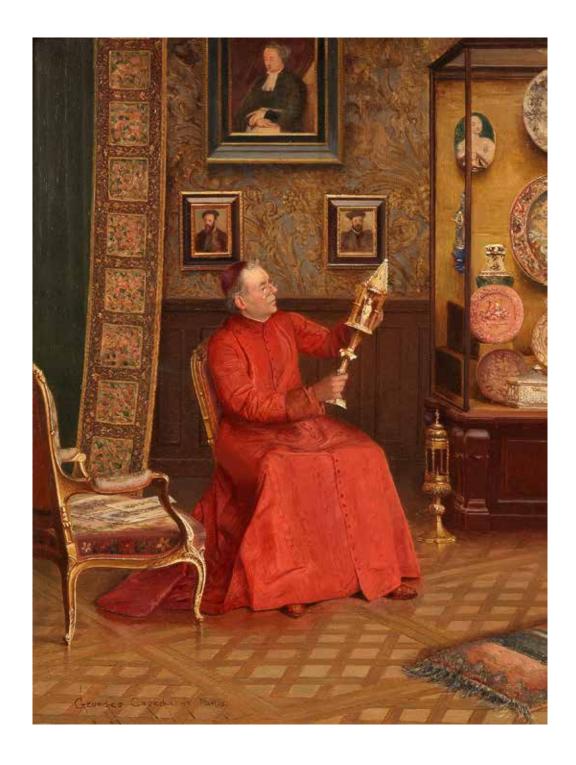
GIOVANNI BATTISTA TORRIGLIA (ITALIAN, 1858-1937)

Three generations signed 'G B. Torriglia' (lower right) oil on canvas 58.4 x 72cm (23 x 28 3/8in).

£15,000 - 25,000 €17,000 - 28,000 US\$19,000 - 32,000

Provenance

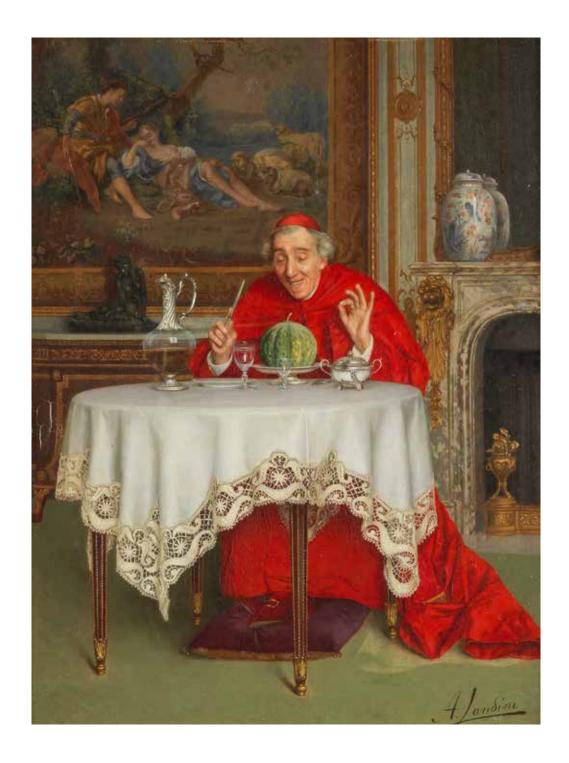
MacConnal-Mason & Son Ltd., London. Private collection, UK.



GEORGES CROEGAERT (BELGIAN, 1848-1923)

The connoisseur signed and inscribed 'GEORGES CROEGAERT PARIS' (lower left) oil on panel $35 \times 26.8 \text{cm}$ (13 $3/4 \times 10 \ 9/16 \text{in}$).

£5,000 - 7,000 €5,500 - 7,700 US\$6,500 - 9,100



ANDREA LANDINI (ITALIAN, 1847-1935)

Ma che bontà! signed and inscribed 'A. Landini/Paris' (lower right) oil on panel 35.3 x 27cm (13 7/8 x 10 5/8in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000



97 PIETRO TORRINI (ITALIAN, 1852-1920)

The rivals signed '-Pietro Torrini' (lower left) oil on canvas 103 x 121cm (40 9/16 x 47 5/8in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000



JOHANN HAMZA (GERMAN, 1850-1927)

A musical interlude signed and inscribed 'J. Hamza. Wien.' (lower right) oil on canvas 58 x 71cm (22 13/16 x 27 15/16in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Provenance

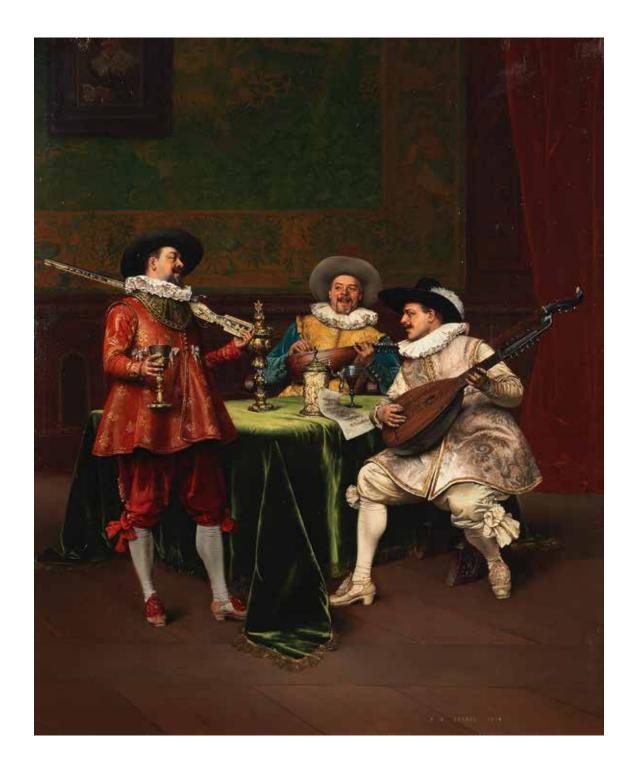
MacConnal-Mason & Son Ltd., London. Anon. sale, Christie's, London, 30 March 2001, lot 35. Anon. sale, Sotheby's, New York, 24 April 2009, lot 63. Willow Gallery, London. Private collection, UK.



FEDERICO ANDREOTTI (ITALIAN, 1847-1930)

The serenade signed 'F Andreotti' (lower right) oil on canvas 68 x 50cm (26 3/4 x 19 11/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000



ADOLPHE ALEXANDRE LESREL (FRENCH, 1839-1929)

The recital signed and dated 'A. A. LESREL 1898' (lower right) oil on panel 55 x 45cm (21 5/8 x 17 11/16in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

101 *

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Portrait of Mrs. Orville E. Babcock signed, inscribed and dated 'J Sorolla y Bastida 1911/Chicago' (upper right) oil on canvas 106.7 x 76cm (42 x 29 15/16in).

£60,000 - 80,000 €66,000 - 88,000 US\$78,000 - 100,000

This work is included in Blanca Pons-Sorolla's catalogue under inventory BPS 2632 (on the basis of photographs).

Provenance

The sitter. Anon. sale, Sloan's, North Bethesda, 3 October 1982, lot 1425. Anon. sale, Christie's, New York, 27 October 1983. Private collection, USA.

Exhibited

Chicago, Art Institute, Portraits loaned for the benefit of the Passavent Memorial Hospital, 1 - 24 January, 1912, no. 93.

Literature

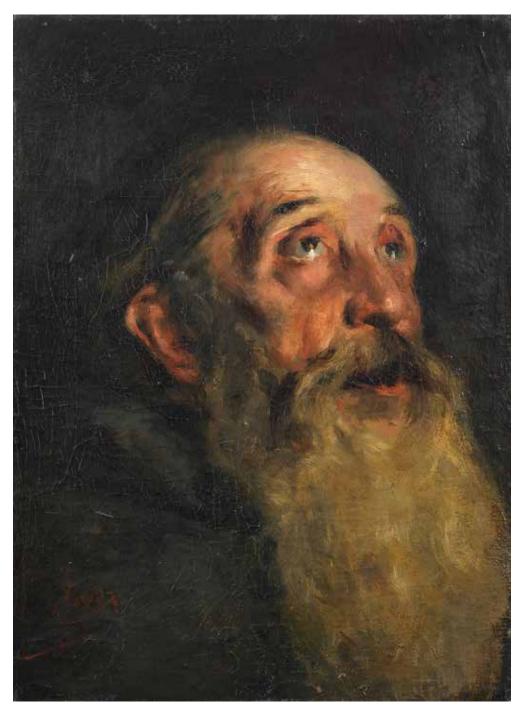
Blanca Pons-Sorolla, Sorolla and America, exhibition catalogue, Madrid, 2013, no. 253, p. 318.

The present lot was one of a series of portrait commissions undertaken by Sorolla during his stay in Chicago in the early months of 1911. Having first visited New York to present the Hispanic Society of America with some of his new works, Sorolla travelled to Chicago in February, to attend the opening of his major solo exhibition, where the 161 works were viewed by over 100,000 visitors.

During this time, Sorolla painted several portrait commissions, four of which, including the present lot, were included in an exhibition of Portraits at the Art Institute of Chicago the following year.

The sitter in the present lot is presumably the wife of Orville A. Babcock Junior. Orville Elias Babcock Senior (1835-1884) was an American Civil War General in the Union Army, and served as Private Secretary to President Ulysses S. Grant.





102 **JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)** Cabeza de San Antonio, estudio signed 'J Sorolla' (lower left)

oil on canvas, unframed 48 x 35cm (18 7/8 x 13 3/4in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

We are grateful to Blanca Pons-Sorolla for confirming the attribution to Joaquin Sorolla and for dating the work to 1883. The work is included in Blanca Pons-Sorolla's catalogue under inventory BPS 64.



JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Viejo pescador en una barca signed and indistinctly dated 'J Sorolla' (lower left) oil on canvas 50 x 70.7cm (19 11/16 x 27 13/16in).

£150,000 - 200,000 €170,000 - 220,000 US\$190,000 - 260,000

We are grateful to Blanca Pons-Sorolla for confirming the attribution to Joaquin Sorolla and for dating the work to 1895. The work is included in Blanca Pons-Sorolla's catalogue under inventory BPS 682.

Provenance

Private collection, Spain.

Literature

José Luis Díez and Javier Barón, Joaquin Sorolla 1863-1923, exhibition catalogue, Museo Nacional del Prado, Madrid, 2009, fig. 165 (illustrated p. 250).

(Probably) Bernardino de Pantorba, La vida y la obra de Joaquin Sorolla, Madrid, 1970, no. 1352, p. 180.

It is likely that present lot is the same work listed by Bernardino de Pantorba with catalogue number 1352, and titled Estudio de un Viejo. According to the Sorolla family archives, it is also likely the same painting that was sold in 1898 by the artist for 2,000 pesetas. Although painted three years earlier, when the work was sold, Sorolla signed and dated the work '1898', now indistinct.

The architecture of the houses suggests the location as La Albufera in Valencia where Sorolla spent the summer of 1895. The old gentleman in the present lot is also identified in another work from the same year, titled La bendición de la barca in the collection of Pedro Masaveu, currently in the Museo de Bellas Artes de Asturias (fig 1).

During this time, Sorolla was experimenting with the contrast between light and shadow. He was particularly interested in subject matter relating to workers, and principally workers at sea. In the present lot, Sorolla has depicted an old fisherman resting in his boat, one hand gripping the edge, the other holding a cigarette. The immediacy to which he is portrayed allows the viewer to engage directly with the sitter whilst also appreciating the striking Valencian sun. The light reflects off his sleeve, touches of green accentuate the shadows on his weathered face and scattered dots of light are visible through the small holes in his straw hat.

The Sorolla Exhibition at the Museo Nacional del Prado in 2009 included a work entitled *Peeling Potatoes*, which depicts a young man seated in a boat, the Valencian coast beyond. In both works, Sorolla uses a 'shortened composition [which] lends a sense of immediacy to the setting...enabling him to establish the perfect integration of the boat and figure into the surrounding nature'. The text for the exhibition further notes that "...the depiction of fishermen in boats had a remarkable impact on [Sorolla's] work, constituting the subject matter of some of his most important and ambitious pictures from those years..' 1

¹ José Luis Díez and Javier Barón, Joaquin Sorolla 1863-1923, exhibition catalogue, Museo Nacional del Prado, Madrid, 2009, pp. 248-249.



Fig 1 Joaquin Sorolla y Bastida La bendición de la barca, Colección Pedro Masaveu, Museo de Bellas Artes de Asturias.



104 ^{AR}

LAUREANO BARRAU BUÑOL (SPANISH, 1863-1957)

La terra signed and dated 'L. Barrau/95-96' (lower right) oil on canvas 150.5 x 196cm (59 1/4 x 77 3/16in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

Private collection, Spain.

Exhibited

Barcelona, Exposición de bellas artes e indústrias artísticas, 1896, no.

Literature

Catálogo ilustrado de la tercera exposición de bellas artes e industrias artísticas, Barcelona, 1896 (illustrated p. 20).







105 RAMÓN CASAS (SPANISH, 1866-1932) Desnudo signed 'R Casas' (lower right) oil on canvas 112.5 x 50.5cm (44 5/16 x 19 7/8in).

£100,000 - 150,000 €110,000 - 170,000 US\$130,000 - 190,000

Provenance

Private collection, Spain.

The present lot is one of a series of full-length nudes executed by Ramon Casas around 1910. In these works, the artists' models stand at an angle to the viewer, heads tilted and hands arranged in different positions, the figures painted against a muted background. Four of this series were painted to decorate the arches of choir stalls in the Monastery of Sant Benet de Bages, a crumbling 10th century building which the Casas family acquired in 1907. Casas commissioned his friend, the modernista architect Josep Puig i Cadafalch, to undertake the monastery's restoration.

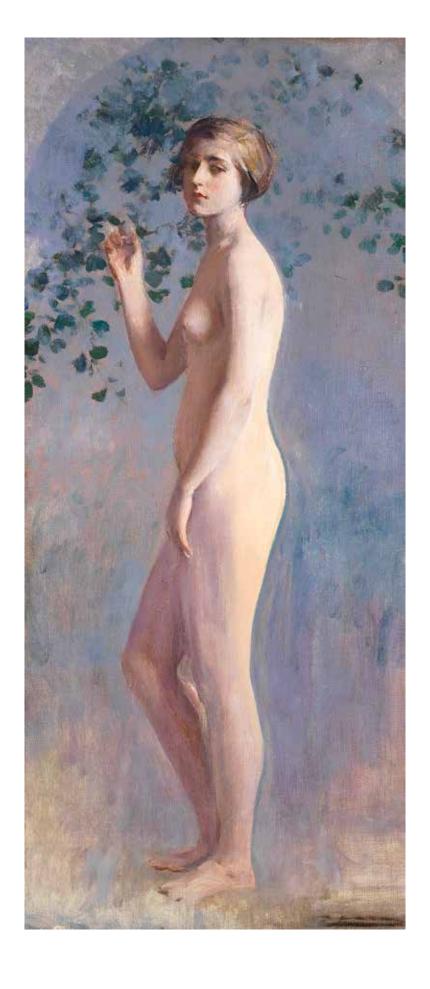
As Isabel Coll observes, the influence of Ingres, the most brilliant of Classical painters, is evident in these works: 'like Ingres, Casas lengthens the figures in search of beauty'.1 Coll also observes that, while these paintings deserve to be considered as finished works, the poses and attitudes of these nudes can also be seen as experiments for the positioning of the figures in Casas' more formal portraiture; the result of this experimentation is evident in many of the full-length portraits executed between 1911 and 1915.

The treatment of the nude as a subject was visited by Casas at various times in his career. In the mid-1890s, the artist experimented with nude forms in crouching and reclining positions, producing a series of oils which call to mind the sculptural interpretations of Andromeda executed by Rodin in the 1880s. A similar group of posed nudes were painted around 1903.2

We are grateful to Isabel Coll Mirabent for her assistance in cataloguing this lot.

¹ Isabel Coll Mirabent, Catálogo de la Exposición Júlia, El Deseo, Circulo del Liceo, Barcelona, 2016, pp. 138-139.

² Isabel Coll Mirabent, Ramon Casas 1866-1932: Una vida dedicada al arte, Catálogo razonado, Ed. La Cierva, Murcia, 2001, pp. 240-243 & pp. 338-339.





106 AR FEDERICO BELTRAN MASSES (SPANISH, 1885-1949)

Pola Negri y Rudolph Valentino signed 'F. Beltran Masses' (lower left) oil on canvas 162 x 129.5cm (63 3/4 x 51in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Anon. sale, Sotheby's, London, 16 November 2004, lot 209. Private collection, Spain.

The Polish actress Pola Negri (1897- 1987) was born Barbara Apollonia Chalupiec. She was an only child and, growing up, lived an impoverished life. Her mother worked to maintain a small apartment in a Warsaw slum and her father never returned after being incarcerated for revolutionary activity. After briefly attending the Imperial Ballet school, she transferred (due to illness) to the Imperial Academy of Dramatic Arts – and thus began her illustrious career. She became one of Poland's leading actresses as well as a Hollywood star. She was incredibly beautiful, with piercing green eyes, milky white skin and jet black hair - a combination that enthralled men and women alike.

Negri had a tumultuous love life (at one point she was engaged to Charlie Chaplin), which she continually dramatised and flaunted in public. One of her most controversial affairs was with the American heart-throb actor Rudolph Valentino, just before his premature death at the age of 31. In the wake of his death, fans lined the streets in mourning, and it is said that Negri sent more than 1,000 red and white roses spelling out 'POLA' to be placed near his coffin.

Federico Beltran Masses was born in Cuba in 1885 and spent his childhood in Barcelona. He studied at the acclaimed Escola de la Llotja, under Joaquín Sorolla y Bastida. Masses was known as a portrait painter of the rich and famous, depicting royals, leaders of high society and, in particular, women with a habit of attracting scandal. Masses' paintings were extremely popular during his lifetime and his distinctive style set him apart from his contemporaries.

In the present lot, Masses depicts the two lovers in an ethereal nighttime setting, capturing the couples' elegance and their penchant for drama. Negri's seductive, feminine qualities are highlighted through the splashes of red on her nails and lips, her famously elegant hands, and the large lewel sparkling on the fabric of her dress. Valentino, in a languorous pose to Negri's right, holds a guitar and, by gazing away from the viewer, adds to the dreamlike atmosphere of the scene.





107 **JULES CYRILLE CAVÉ (FRENCH, 1859-1940)** Head of a girl signed and dated '-J-CAVÉ-1914-' (upper right) oil on canvas

41.5 x 33.5cm (16 5/16 x 13 3/16in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Born in Paris, Jules Cavé began his artistic training at the Académie Julian in 1877, where he was taught by William-Adolphe Bouguereau and Tony Robert-Fleury. 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 girl depicted in the present lot is the same model used in a larger portrait with cherry blossoms, sold in these rooms 28 September 2016, lot 34.





108 *

ROBERT VAN VORST SEWELL (AMERICAN, 1860-1924)

Psyche seeks love signed with initials 'RWS' (to the palette lower right) oil on canvas, tondo 121.9 x 121.9cm (48 x 48in). in a Standford White-style basket weave frame.

£40,000 - 60,000 €44,000 - 66,000 US\$52,000 - 78,000

Exhibited

Rome, International Exhibition of Art and History, 1911 (according to a label on the reverse).



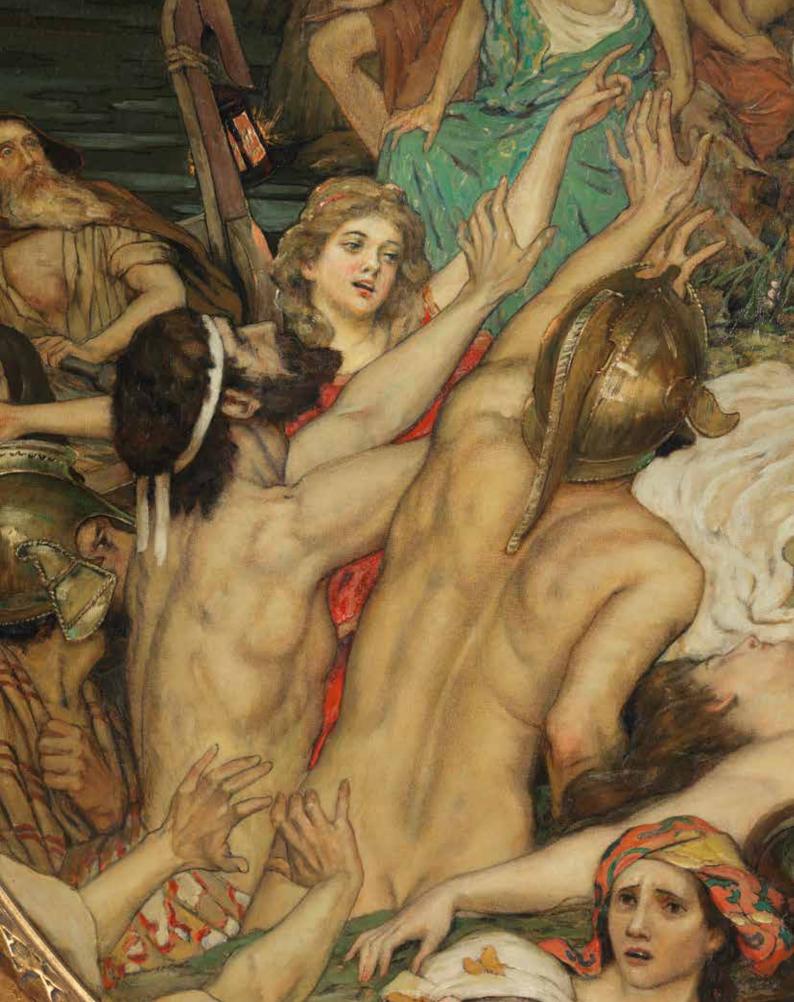


Robert Van Vorst Sewell was born in 1860 in New York. He studied in Paris under Gustave Boulanger and Jules Joseph Lefebvre, both of whom instilled in him an interest in the female form and mythology.

Sewell was a member of New York's Hotel Des Artistes and was also an original stockholder for the Sixty-Seventh Street Studios at 27 West 67th Street. Completed in 1905, this building was designed by Sturgis and Simonson to overcome the difficulty of finding a suitable studio for artists living in New York at the turn of the century. Sewell was joined in this endeavour by artists such as Frank Dumond, Edward Naegele, Paula Dessa and Childe Hassam. The Gothic limestone facade of the studios was complemented by a cavernous lobby decorated with murals expertly painted by Sewell. The building was so popular that several other studios were realised nearby, including the Hotel des Artistes (1 West 67th Street, 1915-18). Sewell also painted a series of murals depicting Psyche, the subject of the present lot, for the Palm Court in the St. Regis Hotel. Two paintings from this series were sold on April 30 1969 at Parke Bernet Galleries New York, lot 264. More recently, one arched top oil on canvas from this previous sale was sold at Sotheby's New York, March 6 2008, lot 143.

Sewell received many accolades over the course of his career including the Hallgarten prize from the National Academy of Design - and was widely exhibited, appearing in the New York Architectural League, the Pan American Exposition of 1901, and the Louisiana Purchase Exhibition in St. Louis.

In the present lot, a large circular canvas captures part of the story of Psyche from Greek mythology, who is an embodiment of the soul and desperately seeks love in the form of Eros. Sewell's interest in decorative schemes and mural design is evident. The pictorial space incorporates elements of Psyche's story, including the coin and the ferryman in the centre left. At one point in the myth, Psyche goes to the underworld to ask Persephone, Queen of the Underworld, to fill a box with beauty ointment, to return with it to Aphrodite. Sewell has also added to the story by including a self-portrait and a depiction of his wife and child in the lower right quadrant. Psyche's billowing dress frames her in the centre of the picture, her extraordinary beauty evident and the gaze and pointing hands of certain figures also encourages the viewer to look to her. The twisted branches in the background in some ways mimic the outstretched limbs and reclining figures in the foreground and add to the overall drama and impact of the work.



HENRY HERBERT LA THANGUE, RA (BRITISH, 1859-1929)

A poor French family signed 'H. H. La Thangue' (lower left, strengthened) oil on canvas 114 x 100cm (44 7/8 x 39 3/8in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

CH Dancocks Esq, Kensington; sale, Christie's, London, 28 November 1908, lot 32 to Cooling.

Wolff & Co, Ltd; sale, Christie's, London, 19 November 1928, lot 119. Anon. sale, Christie's, London, 24 February 1956, lot 78. Count Acquarone, Castello di Giove (Castle Jupiter), Umbria, circa

Charles Band, American film producer, 1985. Antonina dal 1890, Rome, 29 May - 2 June 2004. Private collection, Italy (acquired November 2009).

Exhibited

London, The Grosvenor Gallery, Summer Exhibition, 1884, no. 262.

Literature

Henry Blackburn, Grosvenor Notes, 1884, (Chatto and Windus), p. 53. The Grosvenor Gallery, Second Notice, Leeds Mercury, 6 May 1884, p. 8.

James Stanley Little 'HH La Thangue', The Art Journal, 1893, p. 171. George Thomson, 'HH La Thangue and his work', The Studio, October 1896, Vol. 9, no. 43, p. 168.

James Stanley Little, The Magazine of Art, 1904, p. 3.

Adrian Jenkins, Painters and Peasants, HH La Thangue and British Rural Naturalism 1880-1905, exhibition catalogue, Bolton Art Gallery, 2000, p. 73 (quoting Thomson, 1896).

Colleen Denney, At the Temple of Art: The Grosvenor Gallery, 1877-1890, 2000, (Fairleigh Dickinson University Press), p. 174.

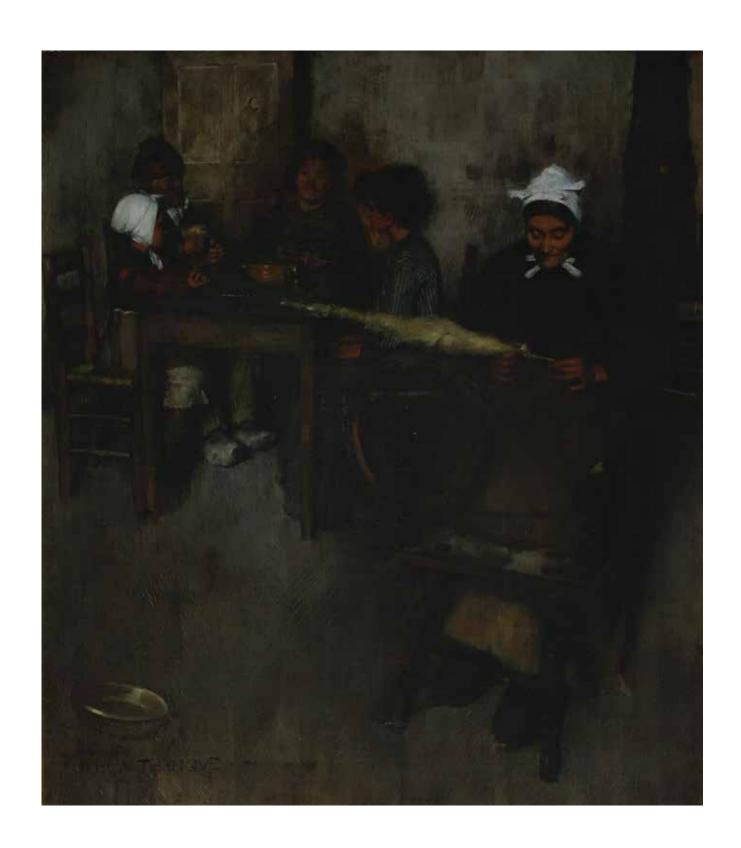
In the summer of 1883, when his friend Stanhope Forbes returned to Brittany, Henry Herbert La Thanque and the sculpture student, James Havard Thomas, travelled down the Rhone valley, stopping at Donzère, a small town of around 1400 inhabitants. Here he painted two canvases, A Poor French Family and Poverty (fig 1). For one so closely associated with working en plein air, they come as a surprise. 1 Both are dark interiors depicting peasant families, one of whom is spinning cotton using a distaff. Despite the fact that the famous tissu de Nimes, the modern 'denim', was made in one of the principal towns of the region, the spinner in each case, lives in poverty. Following this intimate, one might say, life-changing experience the painter would never be sucked into bourgeois servitude, nor would he ever patronize or prettify his peasant subjects.

In the territory south of Montélimar, uncharted by artist-travellers, he was undoubtedly free to pursue his own path, without being overlooked by others. An unpredictable young artist, of 'magnificent obstinacy' in pursuit of his goals, La Thangue had recently been dabbling in Whistlerian full-length portraiture, admiring its low tones (see present lot).2 At the same time he remained one of the strongest advocates of the rural Naturalism of Jules Bastien-Lepage and Léon Lhermitte – painters of field-labourers working en plein air. His Study in a French Boat Building Yard, (National Maritime Museum, Greenwich) had been praised at the Grosvenor Gallery a year earlier, so this step into the darkness of a labourer's cottage was an unusual one. Why was this necessary?



Fig 1 Henry Herbert La Thangue, Poverty, 1883, 113 x 70cm Private Collection

The simple answer is that it would take the painter to a deeper understanding of his French allegiances. The spinner had been an heroic symbol for 'paysannerie' painters such as Jules Breton.3 Delving deeper and placing himself closer to the work of earlier Realists such as Gustave Courbet and Jean-François Millet, La Thangue may well have been aware of the former's celebrated, Fileuse endormie, 1853 (Musée d'Orsay, Paris). Millet was at the same time also addressing the subject and his fileuse formed the basis of an etching distributed after Millet's death as one of twenty facsimilies published by the Fine Art Society in 1881, which La Thangue could easily have seen.4 And if this was not the case, there were more recent precedents in the work of Lhermitte, while the 'frugal meal' subject - peasant figures seated around a table placed parallel to the picture plane, in a bare, dark interior - had been memorably treated by Alphonse Legros during La Thangue's student years.5



Visual references were however in abeyance when La Thangue set up his easel in the cramped conditions of the labourer's cottage at Donzère. The steep tilt of the floor indicates that he was standing almost as close to his spinner as Courbet had been, and his handling of space was an issue that would challenge viewers. Only in Spanish Caravaggesque painting would they expect to find figures pressed so close to the picture surface.6

In all this, La Thangue was preoccupied with how we see. In such restricted circumstances, the eye shifts; it scans up and down, and from side to side; it links apparently disconnected stimuli into a single whole, so that we do not stumble as we move around. Working at close quarters meant that there was no single viewpoint, as in Le Repas des Pauvres, and looking up and down, from head to toe, implied distortion - hence the attenuated figure of the seated spinner.

There was also the problem of restricted light. On this point, as George Thomson noted, 'The vehemence of his desire to paint sunlight was dissipated into nothing before an enthusiasm to depict the low-toned dwelling room of a poor French family. The blackest thing, as he tells me, he ever painted.'7

With figures seated in low light one was almost feeling one's way, observing subtle changes of tone cast into relief by a child's glowing white skull-cap. Recalling the work in 1904, James Stanley Little observed that 'the peasants of the Dauphiné irresistibly attracted him ...' and that this group of pictures

"...may be regarded as the forbears, in an artistic sense, of a long series of works dealing with the lives and fortunes of the sons and daughters of the soil, painted in their natural environment...'8

While the painter returned to the Rhone to work in full sunlight the following year on the resplendent In the Dauphiné, 1884-6, A Poor French Family was a talisman – both for his work and that of others. In later years he did not avoid the peasant interior, and in Some Poor People 1894 (fig 2), even alluded to the humble living conditions they must endure. He would never avoid poverty, nor patronize the poor.

Dark Newlyn School interiors, yet to be painted by Fred Hall, Frank Bramley, Chevallier Tayler, Stanhope Forbes and others, owe something to La Thangue's canvas. How often do we see its format - a principal figure seated on the right, with others grouped around a table - adopted by contemporaries? Universally they incorporate diverting details that reinforce narratives rigorously excluded from La Thangue's work. The only remotely decorative feature that these peasants of the Dauphiné possess is an old grandfather clock the base of which appears in the background of the picture - but this does not detract from the spartan setting, nor, since we cannot see its face, does it allude to the passing of time. However by 1904, the picture was not completely resistant to literary interpretation. James Stanley Little had read Alphonse Daudet's Lettres de mon moulin and knew that despite their penniless state, the peasants of the region had not lost their spirit, and that the simple honesty of their vie rustique was to be the artist's most important discovery in that dark interior in the Dauphiné.

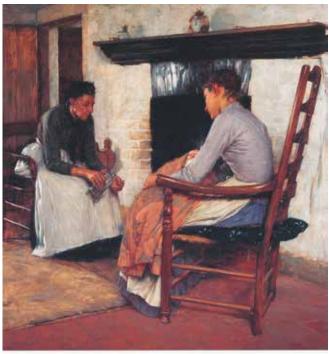


Fig 2 Henry Herbert La Thangue, Some Poor People, 1894, 127.5 x 123.5cm Dunfermline District Council

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

- ¹ For fuller accounts of La Thangue's early career see Kenneth McConkey, A Painter's Harvest, HH La Thangue, 1859-1929, 1978 (Oldham Art Gallery) and Adrian Jenkins, Painters and Peasants, HH La Thangue and British Rural Naturalism 1880-1905, 2000 (exhibition catalogue, Bolton Art Gallery).
- ² George Thomson, 'HH La Thangue and his work', *The Studio*, October 1896, vol. 9, no. 43, p. 176.
- ³ Barefoot she sits by the sea in Breton's Young Woman Spinning (Brittany Girl), 1872 (Denison University Art Gallery, Ohio), assuming an almost classical pose.
- ⁴ La Thanque may well have been able to study Courbet's posthumous retrospective exhibition of 150 works at the Ecole des Beaux Arts in May 1882. Millet's versions of Woman Spinning of the mid-1850s are contained in the Clark Institute, Williamstown and the Museum of Fine Arts, Boston. Spinning, famously adopted by Vincent van Gogh, was the final plate in the Fine Art Society selection.
- ⁵ Legros' Le Repas des Pauvres had been shown at the Grosvenor Gallery in 1878, while La Thangue was a student at the Royal Academy Schools.
- ⁶ The Leeds Mercury went so far as to declare that was 'a good picture spoilt by faults of perspective'.
- ⁷ George Thomson, 'HH La Thangue and his work', *The Studio*, October 1896, vol. 9, no. 43, p. 168.
- ⁸ James Stanley Little, 'Henry Herbert La Thangue ARA', The Magazine of Art, 1904, p. 3.

JAMES JACQUES JOSEPH TISSOT (FRENCH, 1836-1902)

À la Gare de L'Est oil on panel 46.5 x 22.8cm (18 5/16 x 9in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Provenance

James Beer Collection. Rex Nan Kivell Collection, by 1955. The Piccadilly Gallery, London. Stanley Berwin Collection (acquired from the above, March 1973). Anon. sale, Sotheby's, London, 13 November 2012, lot 32. Private collection, UK.

Exhibited

London, Groupil Gallery, 1925. London, Redfern Gallery, Plaisirs de l'Europe 1900, 1954. London, The Arts Council of Great Britain, James Tissot 1836-1902, 1955, no. 32.



JAMES JACQUES JOSEPH TISSOT (FRENCH, 1836-1902)

The Prodigal Son in modern life: The Departure; The Return oil on canvas each 69 x 91.5cm (27 3/16 x 36in).
(2)

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

Artist's posthumous sale, Hôtel Drouot, Paris, 9 - 10 July 1903. Alfred Stroelin (acquired from the above sale).

Henri Brendle Collection, Zurich.

Private collection (acquired from the above by 1929) and thence by descent.

Anon. sale, Sotheby's, London, 22 November 1983, lots 63 and 65. Anon. sale, Christie's, New York, 27 October 2004, lots 74 and 76.

Literature

Krystyna Matyjaszkiewicz, *James Tissot 1836-1902*, London, 1984, pp. 133-4, cat. no. 153.

In 1880 Tissot began an important series portraying the subject of the Prodigal Son, now in the Musée des Beaux-Arts, Nantes. The series formed a centre-piece of Tissot's one man exhibition at the Dudley Gallery in London in 1882 and later shown at the Palais de L'Industrie in Paris in 1883. The present lot includes two oil studies for the first and third painting in the finished series.

For the 1881 series Tissot chose to depict a modern-life subject rather than a formal historical setting, which he had explored earlier in 1863. The present lot depicts the return and departure with deeper emotion, in particular *The Return* (the study most similar to the final version) the viewer is drawn to the father and son embracing passionately in the centre of the composition.







Fig 1 Elizabeth Stanhope Forbes, First Love, 1887 Pall Mall Gazette 'Extra', 1887, p. 88

ELIZABETH ADELA STANHOPE FORBES, ARWS (CANADIAN, 1859-1912)

First Love signed with monogram (lower left) pastel 88.3 x 58.4cm (34 3/4 x 23in).

£30,000 - 50,000 €33,000 - 55,000 US\$39,000 - 65,000

Provenance

The Fine Art Society, London, November 1980. Private collection, UK (acquired from the above).

Exhibited

London, New English Art Club, 1887, no. 2. London, The Fine Art Society, *The Rustic Image, Rural Themes in British Painting, 1880-1912,* 1979, no. 4 (titled *Young Boy with a Rabbit in a Basket*).

Literature

Pall Mall Gazette 'Extra', 1887 (illustrated p. 88). Judith Cook, Melissa Hardie and Christiania Payne, Singing from the Walls, the Life and Art of Elizabeth Forbes, Bristol, 2000, no. 4.88, p. 180 (work is listed as a painting and the subject: 'young man carrying a basket to/from a young woman for whom he has romantic feelings').



'They have not treated you very well, dearest ...' wrote Stanhope Forbes to his fiancé, Elizabeth Armstrong, on 27 April 1887.1 He was referring to the hanging committee of the New English Art Club exhibition which had placed Armstrong's pastel, First Love, 'high up' on the wall. For readers of the Pall Mall Gazette 'Extra', in which it was reproduced, there was no mistaking the picture (fig 1).

The consolation for Elizabeth, as Forbes reported, was that looking round the show, this was one of the few pictures that had been sold. Touring the other spring exhibitions with his old student friend, Henry Herbert La Thangue, he reported that Elizabeth had fared rather better in the Society of British Artists where her works were hung at eye level, although his companion questioned why they all were so low in tone.

Armstrong at this point was in a dilemma. She was influenced by Whistler, was friendly with Walter and Ellen Sickert, and yet was being pulled ever closer to Forbes and his circle of Newlyn painters.² Despite having moved to Cornwall she was still spending time in London. In 1887 at the New English, and elsewhere, the factions were forming. The members of the club were mostly painters of peasants and fisherfolk based in London, the Home Counties and Cornwall, with some input from leaders of the Glasgow School, and they all revered the rural Naturalism of the Paris Salon, especially that of its master, the recently deceased Jules Bastien-Lepage. In 1887, after their ejection from the British Artists, Whistler's followers, led by Sickert, would infiltrate and eventually capture the club. These painters later declared themselves 'London Impressionists'. However, at this point, all were still speaking to one another, and the formidable force was the emergent Newlyn School in which Forbes was jockeying for leadership. With his eye on success at the Royal Academy, he was increasingly critical of the club and anxious, at the same time, to maintain his relationship with the talented Miss Armstrong to whom he was engaged to be married. While personal relationships and shifting allegiances in London art politics should not be ignored when considering a picture of a country lad with his pet rabbit, what does this important early pastel have to tell us?

The picture is highly significant in several ways. Firstly, its subject and style position Armstrong firmly in the New English mainstream.3 Placing First Love beside Lepage's Pas Mèche, 1882 or Clausen's Shepherd Boy, 1883 (private collection), there is obvious kinship of subject, palette and format (fig 2). Yet where Lepage's boy is positively aggressive, Armstrong's is all innocence and tenderness – sentiments we find in pictures of children by other club luminaries such as Fred Brown, Walter Osborne and Blandford Fletcher.

Secondly, the use of pastel at this point, could in itself be regarded as 'French' and therefore revolutionary. Indeed it would be tempting to assume that Armstrong must have been influenced by Degas's pastels, if the visual evidence did not suggest otherwise.4 As Clausen and others had already discovered, the medium was well-suited to on-thespot observational drawing. Working at close quarters with a model in a country lane, one had to anchor the figure and establish the space around it, avoiding distortion or disproportion. Crucially, Armstrong's boy is observed from a standing position, at close guarters, giving the impression of a direct encounter.⁵ At the same time, in her case, one had to give a sense of movement as the boy carefully reveals the prized pet he has tamed. While all this is far from Degas's dancers and Whistler's light pastel sketches of classical figures, it was thoroughly acceptable in Newlyn, where Armstrong would have found stylish single figure subjects by Edwin Harris, Fred Hall and Chevalier Tayler some represented on country roads.



Fig 2 Jules Bastien-Lepage, Pas Mèche, 1882, 132.1 x 89.5cm National Gallery of Scotland, Edinburgh, © Bridgeman Images

La Thangue however, wondered why Armstrong's work was so low in tone. Did he not appreciate that the Newlyn painters favoured grey days when light levels were more consistent? Or was he not aware of Whistler's insistence on tonal harmony? La Thangue was of course well aware of both factors, and with a moment's thought he might have conceded that in adding sunshine to her pastel, Armstrong would destroy its resonance, and distract from that object of desire which is the country boy's first love. There would be time for sunny scenes later. For the present, all eyes are on the carefully modelled figure and the quiescent creature in his basket.

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

- ¹ Hyman Kreitman Archive, Tate. Elizabeth Knowles, Stanhope Forbes, Father of the Newlyn School, 2017 (Sansom & Co), p. 37, indicates that Elizabeth's work was 'well on the line', quoting the same letter. This mis-reading confuses the New English Art Club exhibition at the Dudley Gallery in Piccadilly, with the Society of British Artists show at Suffolk Street.
- ² Armstrong first became aware of Forbes while in Brittany in 1882, but they did not actually meet until her visit to Newlyn with her mother near the end of 1885; Caroline Fox and Francis Greenacre, Painting in Newlyn 1880-1930, 1985 (Exhibition catalogue, Barbican Art Gallery, London), pp. 77-78.
- ³ Cook, Hardie and Payne list this work as a painting and surmise that the 'young man is carrying a basket to a young woman for whom he has romantic feelings'.
- ⁴ Being friendly with the Sickerts must have meant that Armstrong was able to admire the remarkable use of pastel by Degas. Ellen Cobden Sickert had recently purchased Degas's pastel Danceuse Verte, c. 1880 (Museo Thyssen-Bornemisza, Madrid).
- ⁵ As in other works of this type, La Thangue's Return from the Fields 1886 (Tate), or Clausen's Stonepickers, 1887 (Laing Art Gallery, Newcastle upon Tyne) for instance, the foreground steeply tilts to a high horizon.



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

Marie, a peasant girl of Quimperlé signed, inscribed and dated '1882/G. CLAUSEN./QUIMPERLÉ' (lower right) oil on canvas 35 x 31.3cm (13 3/4 x 12 5/16in).

£60,000 - 80,000 €66,000 - 88,000 US\$78,000 - 100,000

Provenance

Sharpley Bainbridge Esq., Lincoln; sale, Christie's, London, 10 February 1922, lot 115. Barbizon House, London, 1922. Private collection, UK. Thence by descent to the present owner.

Provenance

London, Grosvenor Gallery, 1883, no. 120 (titled Marie). London, Barbizon House, 1922 (titled Peasant Girl of Quimperlé).

Literature

David Croal Thomson, Barbizon House Record, 1922, (privately published) n.p. no. 8 (illustrated). Kenneth McConkey, George Clausen and the Picture of English Rural Life, Edinburgh, 2012, fig. 68, pp. 52, 53, 215 note 42 (illustrated p. 52).

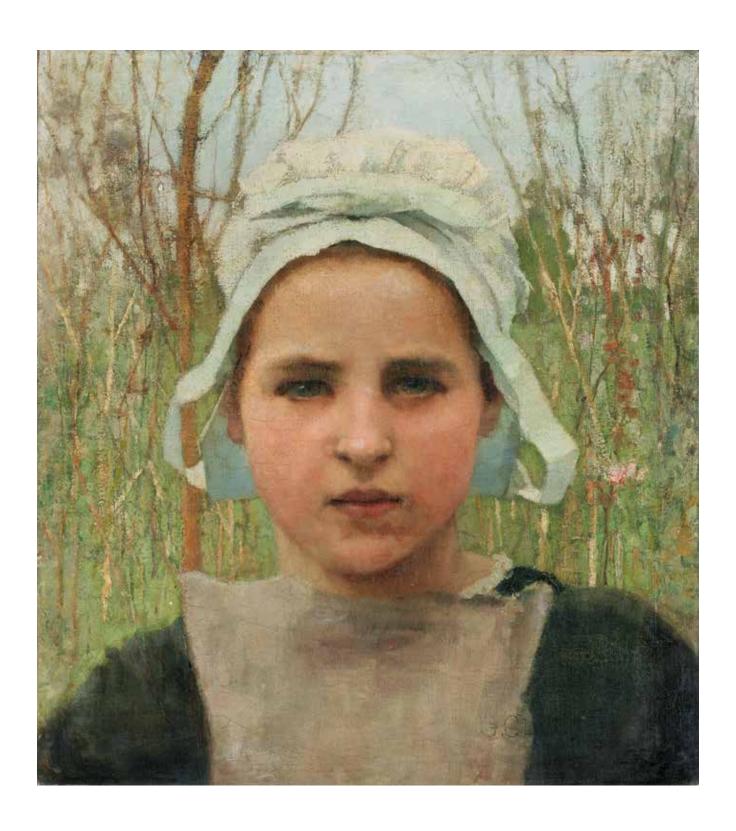




Fig 1 George Clausen, Breton Girl carrying a Jar, 1882, Victoria and Albert Museum, London



Fig 2 Stanhope Alexander Forbes, Breton Children in an Orchard, 1882, 99 x 72.5cm, Private Collection

In August 1882 Stanhope Forbes was pleased to report to his mother that, 'La Thangue tells me he is sending me G Clausen the painter and his wife. Very glad as he is a really good painter, in fact belongs to the sacred band whom even I admire'. 1 Forbes was excited at the thought of Clausen's arrival in Brittany because when he and La Thangue had reached Quimperlé earlier in the summer, his companion had quickly decamped, leaving him to work on in the village alone. His friend Blandford Fletcher had paid a brief visit, but Clausen was already a much more influential figure, and while all at this point were part of a 'sacred band', it was Clausen, with an exhibiting profile stretching back some eight years, who was already a man of influence.

The previous year, as Forbes would have known, Clausen had left London in order to live and work in the fields on the Childwickbury estate in Hertfordshire. The move was prompted by the belief that the painter's essential role was as a recorder of life, in intimate daily contact with nature, in a precise locality. This conviction, in large measure, derived from the work of Jules Bastien-Lepage, hero of the Paris Salon, and the young French painter who was currently taking London by storm.² One had, in the words of Bastien-Lepage, to find one's own coin de terre.

Clausen duly arrived and spent around a month in Quimperlé, painting two canvases of peasant girls - of which the present rediscovery is one. He and his wife, Agnes Mary, then left for Paris at the end of October where, for a further week or two, he sampled the ambiance of the atelier Julian. Forbes found this rather odd. On 4 November he wrote, 'Strange of Clausen to study in Paris but guite the right thing I am sure. He will be a great painter some day'. 3

He must not have realized that the whole expedition was a fact-finding exercise. It is nevertheless the case that Clausen would have seen Forbes's current projects - his 'church' and 'orchard' paintings - and witnessed the struggle of a young artist coping with the changeable, often inclement, autumn conditions in Brittany.4 It is tempting to conclude that the two artists worked side-by-side at this point, especially when we compare Clausen's only other canvas dating from these weeks, Breton Girl Carrying a Jar, with Forbes's Breton Children in an Orchard - but there is no evidence for this (figs 1&2). Forbes's work may be more ambitious, but Clausen's is tackled with much greater confidence and control. Where the former produces what is essentially a genre picture, the latter makes a tougher, almost 'manifesto' statement.

This is confirmed in the relationship struck between the present canvas and that in the Victoria and Albert Museum collection. Both show Clausen's Breton model, full-face, eyes-forward, confronting the spectator. Both are expressionless. Inferences, if any, come from us. In 1880 Clausen had been one of the 'little knot of worshippers' who frequented the Grosvenor Gallery to study its special feature that year. This consisted of ten canvases by Bastien-Lepage including his controversial Salon exhibit of 1878, Les Foins (Musée d'Orsay, Paris). However, more pertinent in relation to the present portrait was the tiny jewel-like picture of Lucie Bastien, the painter's cousin, en communiante (fig 3). Here was something strangely Holbein-esque in its directness, and the memory of stuck. 'All his personages', Clausen would later write of Lepage's work, '... are placed before us in the most satisfying completeness, without the appearance of artifice, but as they live; and without comment, as far as is possible, on the author's part'.5

Documentary objectivity of a strictly scientific kind took precedence over diverting detail and implied narrative. Thus the Peasant Girl of Quimperlé makes an audacious claim – that 'life-history' is contained in the faces of 'workaday human beings'.

Having shown twice at the Grosvenor Gallery in recent years, Clausen prepared three pictures for its forthcoming exhibition in the spring of 1883. These were Winter Work, (Tate), Haytime (Art Gallery of Ontario, Toronto) and a small, lost picture entitled Marie. Most reviewers discussed the larger works, save for one who referred to 'the head of a French peasant girl "Marie" (120) ... [which] shows also great ability, but it is too obviously an imitation of the work of M. Bastien-Lepage'.6 Since no other French peasant head study has come to light it seems logical to accept that the present lot is indeed the lost Marie. The nervousness about its 'imitation' of Lepage is also one of the earliest expressions of a xenophobia that rose to a crescendo in art criticism in the years up to the founding of the New English Art Club in 1886. The English School was 'in peril', according John Ruskin, and it was Clausen who would, more than anyone, defend a movement which within ten years, led to the flowering of British Impressionism.⁷

At this time, Marie, as the Peasant Girl of Quimperlé, had entered the collection of the Lincoln retailer, Sharpley Bainbridge JP. Advised by Clausen's brother-in-law, Alfred Webster, Bainbridge was the artist's most loyal early patron. After his death, the painting was acquired for Barbizon House, by Clausen's old friend, David Croal Thomson, who had been his dealer back in the 1880s when he worked for Goupil et Cie. Thomson wrote of it, 'As a piece of technical achievement in pure and sincere painting this little picture is worthy to rank with the most accomplished compositions ... Mr Clausen has painted many more important pictures, but he has never excelled the quality of this captivating canvas'.8At this point, the girl's name was lost, but her 'captivating' face remained as arresting as it does today.

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

- ¹ Stanhope Forbes letter to his mother, 25 August 1882, Hyman Kreitman Archive, Tate Britain.
- ² For Clausen's early career see McConkey 2012, pp. 19-43; for British followers of Bastien-Lepage see Kenneth McConkey, 'Un petit cercle de thuriféraires: Bastien-Lepage et la Grande-Bretagne', 48/14, La revue du Musée d'Orsay, 2007, pp. 20-33.
- ³ Letter dated 5 November 1882, Hymna Kreitman Archive, Tate. The precise dates of the Clausens stay in Brittany are unknown.
- ⁴ Forbes was currently at work on The Church of St David, Quimperlé, and Breton Children in an Orchard, having just completed The Old Convent, Quimperlé (all Private collections). Elsewhere in his letters Forbes notes that bright days were reserved for the orchard, while dull days for the church.
- ⁵ George Clausen, 'Bastien-Lepage and Modern Realism', The Scottish Art Review, Vol. I, no 5, October 1888, p. 114 (Clausen's italics).
- ⁶ 'The Grosvenor Gallery', The Globe, 30 April 1883, p. 6.
- ⁷ George Clausen, 'The English School in Peril A Reply', The Magazine of Art, 1887-8, pp. 222-4; quoted in McConkey, 2012, pp.
- ⁸ David Croal Thomson, Barbizon House Record, 1922, (privately published) n.p. no 8, (illustrated).



Fig 3 Jules Bastien-Lepage, La Première Communiante, 1875, 53 x 37.8cm, Musée des Beaux Arts, Tournai, © Bridgeman Images



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

Noon in the Hayfield signed and dated 'G CLAUSEN. 1897-8' (lower left); signed and titled (on the reverse) oil on canvas 116.8 x 83.8cm (46 x 33in).

£500,000 - 800,000 €550,000 - 880,000 US\$650,000 - 1,000,000

Provenance

Anon. sale, Sotheby's, New York, 28 February 1990, lot 122. Anon. sale, Sotheby's, London, 23 May 2013, lot 27. Richard Green Gallery, London. Private collection, UK (acquired from the above).

Literature

Kenneth McConkey, George Clausen and the Picture of English Rural Life, Edinburgh, 2012, pp. 122-3 (illustrated in colour). Kenneth McConkey, George Clausen: The Rustic Image, exhibition catalogue, The Fine Art Society, London, 2012, p. 36.





Fig 1 George Clausen, Girl in a Field, c. 1890, 41.9 x 31.1cm, National Museum of Wales, Cardiff



Fig 2 George Clausen, A Midsummer Day, 1886, 45.7 x 61cm Private Collection, photo Spink

In 1897 Clausen gave a small oil sketch to his friend, the sculptor, William Goscombe John (fig 1).1 Painted around seven years earlier, the sketch was part of the elaborate planning procedure for a major work abandoned at the time, but now being revisited. The circumstances surrounding this act of generosity remain obscure, but the little picture itself is not insignificant. It shows a girl with red hair, sitting under a tree. The full sunlight strikes her white dress. Swift, slashing strokes of paint indicate that this figure study was blocked in very quickly - but then, the artist knew exactly what he was doing as he worked towards the realization of Noon in the Hayfield, the major canvas he had temporarily put aside back in 1891.

Some of Clausen's earliest preoccupations are reflected in the work. These stretch back to 1880 when, in his late twenties, he stood in front of Bastien-Lepage's Les Foins, (Musée d'Orsay, Paris), the great picture of resting haymakers, then on show at the Grosvenor Gallery.² It, as much as anything, prompted his move to the country the following year, and by 1883 his own version of the subject, Day Dreams (private collection), was exhibited at the Institute for Painters in Oil Colours in London.3 Here, two women, young and old, are resting in the shade, while nearby, a young mower pauses and realizes that it is time to lay down his rake. By 1886, when he painted A Midsummer Day (fig 2), Clausen had witnessed such moments of reverie on many occasions.

By 1890, sketchbook studies in pencil, at least one pastel and the Goscombe John oil, indicate that he was reworking the same pose using a younger model, Rose Grimsdale.4 But what did this mean? Was the content - a haymaker's rest - a given, and technical advance the true priority? Was this innocent idleness, a moment's respite from relentless toil, or an experiment in new techniques? As Clausen returned to apply the finishing touches to Noon in the Hayfield, in 1897, the work that had been in gestation for over a decade, would all become clear?

Clausen initially left the city at a time of great unrest in the countryside. Labouring families had been drifting to the burgeoning industrial centres for several generations and a crisis was fast approaching. For many landowners, it was exacerbated by tighter regulation that affected the employment of children at key points in the year. While the Education Act of 1880 demanded compulsory school attendance for all children up to the age of ten, it was not unusual for classrooms to be empty during the months between June and September.⁵ The hay harvest - 'haysel' - in which boys and girls were required to follow the mowers, started the work cycle. Their job was simply to rake the fallen grass into 'haywakes' to aid the drying process. Many farmers preferred this labour-intensive method to that of the horsedrawn mowing machines and swathe-turners, then in development.6 Machines were unwieldy in smaller fields, prone to breakdown over uneven ground and thought to tear the grass, where a sharp scythe would cut cleanly. Beginning at dawn when the grass was wet with dew and could be cut more easily with scythes, labouring gangs worked across a large field in unison, as Clausen's paintings of the period show.7 All hands were necessary - even those of farmers' daughters who were often compelled to leave the land for domestic service as they grew older. The hay was then turned by women and children, before the serious rick building commenced. Henry Williamson, writing in the 1920s, recalled that, 'they raked the harvest



Fig 3 George Clausen, Idleness, 1891, 45.8 x 35cm, Private Col-

of the meadow into mound-like wakes, while the master haymaker, ever watching the clouds and the wind, urged them to greater endeavour, for rain meant a second rate crop ... '8 By noon, the time for rest, labourers and their families may well have been at work for seven hours.

The artist also had been working up to this point. Around 1890 his sketchbooks record men scything, rick-building and tending livestock. Implied narratives of youth and age or secret trysts are excluded as his young fieldworker is placed at the edge of the meadow. Sketchbook studies of Rose are drawn and redrawn in reverse. And while we can vouch for the accuracy of Clausen's observation, by the late nineties it had become clear that he and his French and British contemporaries were not so much recording an occupation as bolstering a threatened way of life. It was this powerful sense of a stable society under threat that kept the image of the country girl in focus as plein air painting moved ever closer to Impressionism. The planning for what would become Noon in the Hayfield had started in earnest and the resting fieldworker was redrawn in outline on a larger scale with trees and haywakes in the background, almost as a cartoon.9

By 1891 an exhibition-piece watercolour was nearing completion, when Clausen's circumstances changed. Early in the year it became apparent that his lease on Grove House, Cookham Dean was coming to an end and he would have to move. With a growing reputation, he also required a larger studio, and the stimulus of a new working environment.¹⁰ The early summer of 1891 was spent house-hunting in the northern reaches of Essex until he hit upon 'Bishops' at the village of Widdington, where he moved just before harvest time. 11 At

the last minute, the watercolour, Idleness, (fig 3) was submitted, excatalogue, to the Royal Society of Painters in Watercolours as he set to work exploring the fields and farms of a new landscape. 12 The large painting, later to be known as Noon in the Hayfield, was put on hold.

New subjects - harvesting, ploughing and barn interiors followed but the contact with his Cookham Dean models, Rose Grimsdale and the Baldwin sisters, was severed. It was only when he started to look again at head studies of Rose in 1896 and had found new girls and boys in Widdington who were willing to pose for him, that the thought of finally finishing the picture returned. 13 He looked again at all the planning he had done and made some changes. The hat, which in *Idleness* lies behind the girl, was brought into the foreground. The windfalls that lie on the grass in the watercolour, suggesting an orchard in autumn, are removed, and the rake, essential in midsummer mowing is added, as in the outline drawing.¹⁴ Having begun to modify the mechanical 'square' brushwork of his early naturalist pictures, Clausen was thinking more about colour. Sundry references in letters indicate that he had been looking critically at the work of Manet, Monet and Degas. 15 Questions of métier, of how to represent, overtake those connected with what to represent. His previous reference to Rose at this point was the half-length, Brown Eyes (Tate Britain), held over from Cookham days to be shown in 1892 and when Noon in the Hayfield was finally resumed five years later, Clausen had been elected Associate of the Royal Academy by a popular vote.16





Other attempts to regain the heights of Noon in the Hayfield were less successful. Summer in the Fields (Private Collection), begun in 1898, remained unresolved and a similar setting, revisited in In the Apple Orchard (private collection), was designed as a companion-piece showing a boy with a basket of windfalls.¹⁷ However, Clausen's long gestation of the resting haymaker had, for all its suave naturalism, resulted in one of his most rigorously taut and deeply pondered compositions and rest, reverie and the sunlit glow of field and wild flowers combine to produce one of the most satisfying visions of the English countryside at the end of the nineteenth century.¹⁸

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

- ¹ Kenneth McConkey, Sir George Clausen RA, 1852-1944, 1980 (exhibition catalogue, Bradford, Bristol, Royal Academy and Newcastle Museums), p. 67, no. 76; Kenneth McConkey, George Clausen and the Picture of English Rural Life, Edinburgh, 2012, pp.121-2.
- ² See Kenneth McConkey, 'Un petit cercle de thuriféraires Bastine-Lepage et la Grande Bretagne', 48/14 La Revue du Musée d'Orsay, Printemps, 2017, pp. 20-33.
- ³ Ibid, pp. 60-1.
- ⁴ A pastel, Study of a young girl leaning against a tree, clearly dated 1891, and closely related to this work, was sold Christie's, 13 December 2012. Throughout this fertile period, Clausen's sketchbooks were filled with studies. A figure ranged to the left on one page would be turned to the right on another. He obtained brown paper sketchbooks in which to work directly in chalk and his handling of paint becomes more urgent.
- ⁵ Pamela Horn, *The Victorian Country Child*, 1985, AlanSutton, pp.
- ⁶ Arthur O Cooke, *The Farmer's Fields*, n.d., c. 1905, pp. 49-57.
- ⁷ See for instance *The Mowers*, 1891, Usher Gallery, Lincoln.

- ⁸ Henry Williamson, The Lone Swallows and Other Essays of Boyhood and Youth, 1933, quoted in Eileen Buckle and Derek Lord, In the Country, 250 years of country life in paintings, prose and poetry, 1979, p. 84. This account, originally written in 1920, is one of many contemporary descriptions of a process that had remained unchanged for centuries. If rain was expected, hay-wakes would be placed under trees, as in the outline drawing.
- ⁹ This may have been intended as a cartoon since it differs markedly in style to Clausen's other drawings of the period.
- ¹⁰ A bigger house was also required, as he and his wife, Agnes Mary Clausen, now had five children.
- ¹¹ McConkey, 2012, p. 101.
- ¹² McConkey, 2012, p. 108; McConkey (catalogue), 1980, p. 36.
- ¹³ We know that Clausen was reviewing these earlier studies because in 1896 he gave A Village Girl (Rose Grimsdale), c. 1889-90, to his friend R Crafton Green; See McConkey catalogue 2012, p. 28, no 11. ¹⁴ The high colour key derived from pastel, reveals the degree to which
- new attitudes were informing Clausen's technique in all media. It is however impossible today to know precisely when these changes were made, but in every case, they clearly strengthen the composition.
- ¹⁵ McConkey 2012, p. 91, note 106.
- ¹⁶ McConkey 2012, pp. 111-2, At this point Clausen was hosting the painter-prince, Eugen of Sweden. He had also terminated his contract with the Goupil Gallery and a gap occurs in his accounts. The early provenance of Noon in the Hayfield thus remains obscure, although it has long been assumed that it travelled soon after completion to a collection in the United States.
- ¹⁷ McConkey, 2012, p. 122, fig 198; In the Orchard, although treated more summarily than that in the present picture, was perhaps designed as a companion piece.
- ¹⁸ Little is known of the picture's early provenance. Clausen's contract with Goupil and Co, his dealer up to this point, had come to an end and a gap in his accounts at this point may suggest that the painting was sent abroad for exhibition and sale.

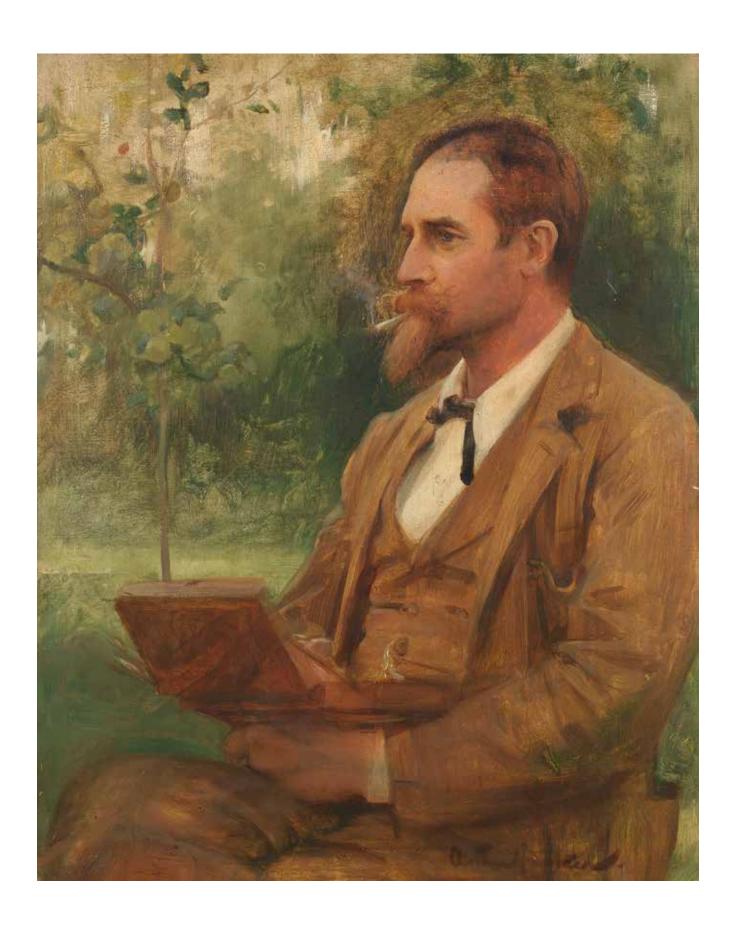
ARTHUR HACKER, RA (BRITISH, 1858-1919)

Portrait of Edward Onslow Ford, RA signed 'Arthur Hacker.' (lower right); signed and inscribed 'Onslow Ford RA by Arthur Hacker' (on the stretcher) oil on canvas 53.4 x 42.8cm (21 x 16 7/8in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

Provenance

Anon. sale, Christie's, London, 7 May 1965, lot 102. Anon. sale, Christie's, London, 5 March 1971, lot 154.





The present portrait of Edward Onslow Ford (1853-1901) is a portrait built upon friendship. Ford is seated in a garden without the trappings of the sculptor's studio or the formality of a commissioned portrait. Ford gazes reflectively, smoking a cigarette with an artist's box of paints on his knee. Hacker painted Ford three times: as well as the present lot, a large full-length portrait was exhibited at the Royal Academy in 1894 (fig. 1), depicting Ford in his studio holding a sculptor's tool in his hand, his two best known 'ideal' sculptures, Study of a Head and Folly in the background. Another portrait, a head and shoulders chalk drawing, exists in a private collection.

Hacker and Ford were clearly friends; both were members of the St. Johns Wood Club, founded in 1895 at Queens Terrace, Finchley Road, later moving to larger leased rooms at The Knight of St John Tavern on Finchley Road, as membership swelled to seventy members. The founding members- Walter Dendy Sadler (Honorary Secretary), John Bagnold Burgess, (Treasurer), Arthur Hacker, Charles Voysey, Sir Lawrence Alma-Tadema, Sir Frank Dicksee, Arthur Hopkins, Edward Onslow Ford and John Collier- created the club as way of escaping the lonely existence of the studio, to gather informally to exchange ideas and enjoy each other's company by way of concerts, smoking and suppers. A black crayon drawing in the National Portrait Gallery Collection (NPG 4404) by Sydney Prior Hall shows all the main protagonists. Hacker is seen tracing the shadow of Alma-Tadema on the wall and Ford is in the foreground towards the right with his back to the viewer.

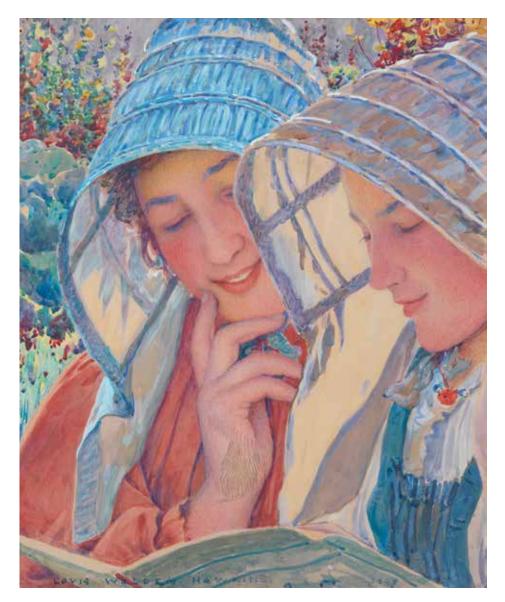
Both Ford and Hacker had studios nearby in St Johns Wood, Ford at 62 Acacia Road, and Hacker at 7 Cavendish Buildings, Old Cavendish Street. In the same year that Hacker exhibited his portrait of Ford at the Royal Academy, Ford exhibited a life-size bronze portrait bust of Hacker (RA 1894, no. 1818, Royal Academy Pictures p. 72). Ford further exhibited the Hacker bronze at the 34th Exhibition of Works of Modern Artists at the Royal Glasgow Institute (1895) and again at the 37th Spring Exhibition at the Royal Birmingham Society of Artists (1902).

Ford was born in Islington, studied painting in Antwerp (1870) and Munich (1871-72) and on his return to London in 1874 set himself up as a portrait sculptor. However, after meeting Alfred Gilbert, he became involved in creating 'ideal' works of nudes and symbolist busts using the 'loss wax' method of casting. Among his most famous works were a bronze statue of Rowland Hill, a massive bronze statue of General Gordon on a Camel, and the Shelley Memorial for University College Oxford. Ford's bronze bust of Alma-Tadema (a fellow St Johns Wood Club member) was presented to and accepted by the Royal Academy as his diploma work in 1895. Tadema admired the bust greatly and in exchange for a copy, painted a portrait of Ford's daughter, Clothilde, which he inscribed 'For Friend Ford.'

Arthur Hacker studied at the Royal Academy Schools and at the Atelier Bonnat, Paris where he embraced the plein air school of painting. Hacker played a key roll in the formation of the New English Art Club which held its first exhibition in 1886. The NEAC's aim was for progressive artists to have an exhibition space away from the constraints of the Royal Academy; Hacker, alongside La Thangue, Stanhope Forbes, Henry Scott Tuke, John Singer Sargeant and Philip Wilson Steer, were considered the avant garde artists of their decade. In the present lot, Hacker's Parisian training is more readily demonstated than in the many portrait commissions which he undertook during his career.

In the latter part of his career, Ford accepted many commissions to pay off his increasing debts; this heavy workload may not have helped his declining health, and Ford died in 1901, aged just 49. His death was very sudden and a surprise to his numerous friends. The Ford Archive, stored at the Henry Moore Institute Archive, contains one hundred and thirty-three letters of condolence, and numerous telegrams. The letter from Hacker (2011.311/A/61) is particularly poignant:

"My Dear Mrs Ford, I cannot tell you how shocked I was when I heard the sad news. No man I know, was so well loved or could be so illspared. I have no words to express what I feel at his loss - though he is gone, it must be a consolation to know that his splendid work will always live. Please accept my sincerest & deepest sympathy with you all "



116 **LOUIS WELDEN HAWKINS (FRENCH, 1849-1910)**

signed 'LOUIS WELDEN HAWKINS' (lower left); dated '1898' (lower right)

watercolour heightened with bodycolour over traces of pencil 43.5 x 36cm (17 1/8 x 14 3/16in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Louis Welden Hawkins was born in Germany in 1849; his mother was an Austrian Baroness and his father was an English naval officer. Hawkins attended the Académie Julian in Paris, where he studied under William Adolphe Bouguereau and Jules Lefebvre. He also attended the Académie des Beaux-Arts receiving tutoring from Gustave Boulanger. He participated in many exhibitions in Paris, Brussels and London, and his public debut at the Salon des Artistes Français in 1881 won him a third-class medal and saw his painting Les orphelins purchased by the state. Hawkins later received French citizenship and remained in France until his death.

In the late 1880s, Hawkins became focused on symbolism, influenced by artists such as Eugène Carrière and Pierre Puvis de Chavannes. He produced mystical and dreamy portraits, moving away from his earlier interest in rustic, rural scenes. Towards the end of his life, however, regular trips to Brittany meant another variation in his choice of subject matter: he began to depict peasants bathed in bright sunlight, as in the present lot. Executed in 1898, vibrant colours fills the pictorial space, as two Breton girls gaze inward at the book they are reading.

A lithographic print of the present lot was published by L'Estampe Moderne, F. Champenios, Vol. I in Paris.



WALTER LANGLEY, RI (BRITISH, 1852-1922)

The fish wife signed and dated 'W. LANGLEY. 1890.' (lower right); inscribed with title, artist's name and address (on a label attached to the backboard) watercolour 28.5 x 38cm (11 1/4 x 14 15/16in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

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

Provenance

Private collection UK.



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).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

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.



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

The white gate signed and dated 'Stanhope A. Forbes./1937.' (lower left) oil on canvas 51.1 x 64cm (20 1/8 x 25 3/16in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

Provenance

Anon. sale, Sotheby's, London, 2 November 1983, lot 91. Fosse Gallery, Stow-on-the-Wold. Private collection, UK (acquired from the above 28 February 1986).

London, Royal Academy, 1938, no. 237.



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

An old quarter of Penzance signed and dated 'Stanhope A. Forbes./1939.' (lower left) oil on canvas 51.2 x 64cm (20 3/16 x 25 3/16in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Exhibited

London, Royal Academy, 1940, no. 34.



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

White pony signed 'A. J Munnings' (lower right) oil on panel 32 x 41.3cm (12 5/8 x 16 1/4in).

£30,000 - 50,000 €33,000 - 55,000 US\$39,000 - 65,000

Provenance

The Leicester Galleries, London.

S. G. Lubbock Collection, UK (acquired from the above November 1947).

The Leicester Galleries, London.

Private collection, UK (acquired from the above January 1959). Thence by descent to the present owner.

Exhibited

London, Leicester Galleries, *The English Scene: Horses, Racing, Landscapes and Studies by Sir Alfred Munnings*, October - November 1947, no. 46.

London, Leicester Galleries, New Year Exhibition, January 1959, no.

The pony in this painting, Moonraker, belonged to an Exmoor farmer named Froude Bawden. Bawden and his wife were good friends of Munnings and they were used as models in a number of compositions. Mrs Bawden was painted in a traditional portrait on her thoroughbred mare Harmony, while Mr Bawden was painted driving sheep, on the same white pony as in the present work. Munnings also painted the pony standing at a gate in the Bawden's yard in a Royal Academy painting February Thaw (painted 1945 and exhibited Diploma Gallery, 1956, no. 297). Munnings in fact illustrates February Thaw and writes of it in the last volume of his memoirs The Finish p. 106.

The present work is painted the following spring also in the Bawden's farm yard near Withypool. Munnings painted numerous pictures of the Bawden's sheep and it is likely that he saw the white pony waiting to go out and he liked the composition. Despite the contrast of the white pony against the dark background, Munnings' complete understanding of reflected light unifies the composition. The colors of the pony's coat echo the greens and peachy-browns of his surroundings making this simple arrangement into an idyllic and bucolic scene.

White Pony was first exhibited at the Leicester Galleries in 1947. Munnings wrote in his memoirs 'The Exhibition was held in both rooms at the Leicester Galleries. Little did the Galley proprietors or the artist himself dream what the result of it could be. In spite of the show being boycotted by some critics, there was a big daily attendance. Most of the works were sold, the sales reaching just on £21,000.'1

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

¹ Sir Alfred Munnings, *The Finish*, Bungay, 1952, p. 177.





THOMAS ALEXANDER HARRISON (AMERICAN, 1853-1930)

Beach at sunset signed 'A Harrison' (lower left) oil on canvas 52 x 91cm (20 1/2 x 35 13/16in).

£5,000 - 7,000 €5,500 - 7,700 US\$6,500 - 9,100

Born in Philidelphia, Thomas Alexander Harrison spent most of his working life in France. In 1879, he moved to Paris, where he attended the École nationale supérieure des Beaux-Arts under such luminaries as Jules Bastien-Lepage. Like many of his contemporaries, Harrison was drawn to the coastal towns and beaches of Brittany, working at Pont-Aven and Concarneau, where his early work included Castles in Spain (1882, Metropolitan Museum of Art, New York), a figurative work which clearly demonstrates the influence of Bastien-Lepage's naturalism. He also produced a series of sparkling wave scenes, perhaps the most famous of which, The Wave (1885) now hangs at the Pennsylvania Academy of the Fine Arts.



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THOMAS ALEXANDER HARRISON (AMERICAN, 1853-1930)

Bragozzos in calm waters, Venice signed 'A Harrison' (lower right) oil on canvas 51.5 x 80.5cm (20 1/4 x 31 11/16in).

£5,000 - 7,000 €5,500 - 7,700 US\$6,500 - 9,100





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

Pavlova and Mordkin

signed, inscribed and dated "Pavlova & Mordkin"/Limoges Enamel/ Laura Knight/1914' (on the reverse)

limoges enamel brooch pendant within a polished gold frame 5.5 x 4cm (2 3/16 x 1 9/16in).

to be sold with a letter from Dame Laura Knight to Mrs Marjorie Averill

£3.000 - 5.000 €3,300 - 5,500 US\$3,900 - 6,500

Provenance

Mr and Mrs Averill Collection, UK. Thence by descent, the Estate of Helen Averill Watson. UK collection.

The present lot is a shining example of Laura Knight's versatility and creativeness as an artist. It also documents two important relationships in her life. Firstly, her friendship with the artist Ella Naper, with whom she collaborated on a series of enamels; and Marjorie Averill, a lifelong friend and collector of Knight's work who was gifted this brooch by the artist

Knight befriended Naper when they were both living in Cornwall. Naper was the nude model in Knight's iconic and controversial 1913 painting Self Portrait, currently in the National Portrait Gallery. Likely due to wartime restrictions on painting along the coast, Knight began to collaborate with Naper on the design of enamel and jewellery pieces. These enamels often depicted people dancing – one of the themes that captivated Knight throughout her career. The present lot captures the famed ballet dancers Michael Mordkin and Anna Pavlova in the middle of a routine. Knight quite possibly first saw them dance together in 1910 in London, where she often frequented the ballet. Knight was an avid admirer of Pavlova, writing in her autobiography that: 'She held me to such a degree that I became completely absorbed in her art'1; and 'Never was there a [sic] greater sensation than when Pavlova took her call'.2

Pavlova and Mordkin were a dynamic and fiery duo, both on and off the stage. It is alleged that Pavlova once slapped Mordkin because she felt he was receiving more enthusiastic applause. The bold design and bright colour of the present lot is suggestive of this tempestuous relationship. The enamel illustrates the renowned elegance of Pavlova, whose long graceful limbs extend to the edge of the brooch. The scene is imbued with energy and the scattered dabs of gold on the costumes reflects the couple's glamorous nature.

The present lot was gifted to Marjorie Averill in 1958. She and her husband were close friends of the Knights, who would often visit them at their farm in Colwall.3 Knight was hugely grateful of their support, writing: 'I cannot possibly ever express to you what joy your appreciation of my work has meant to me. Thank you from the bottom of my heart'.4

The letter accompanying this lot, dated 7 April, is addressed to Marjorie Averill. Knight writes 'At Last! I do hope you will like it. The enamel is Limoges, it is one of about eight I did in the year 1914 with the help of the jeweller, Mrs Ella Naper.' The fact that Knight gifted the brooch to a close and dear friend suggests that she held the artwork in

- ¹ Laura Knight, Oil Paint and Grease Paint, Autobiography of Laura Knight, London, 1936, p. 181.
- ² Ibid, p. 181.
- ³ Caroline Fox, Dame Laura Knight, Oxford, 1988, p. 115.
- ⁴ Ibid, p. 115.



7 April 1958 My dear Mayorie, hope you will loke it. The enamel is Rimoges, it is one of about eight I did in the year 1914 with the help of a jeweller with the help of a jeweller with the other arithmet with the pass well with you and mornis and that

you have had no blistands in the last ten days and in bulged in and I are well willooking forward to seein jun again at the R. F. I will sand trokets - and see that they or of this car in time. Harolos or of his car in & patrait. my crop is six pictures from Harold and me to you and to morris fun your Lama 125

WYNFORD DEWHURST, RBA (BRITISH, 1864-1941)

A sunny ciel from France signed 'Wynford Dewhurst RBA' (lower left); inscribed with title, artist's name and address (on a label attached to the stretcher) oil on canvas 92 x 71.5cm (36 1/4 x 28 1/8in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Private collection, Scotland.





Sunlight, cloudless skies and apple blossom became almost an essential precondition of the art of Wynford Dewhurst in the late 1890s. As he travelled in the Seine valley, picturesque farmhouses, walled kitchen gardens and flowering orchards caught his eye. The Impressionists had taught him that shadows cast on whitewashed stonework would read as blue and mauve, while local colour should be noted in the most brilliant cobalts, chrome greens and red ochres the palette could supply. As with the French masters, the scrutiny of chromatic effects en plein air would lead him at times almost to deny structure in his compositions.

This is not the case in the present example which may date from his third visit to Giverny in 1898 or from slightly later foraging in the val de Seine around 1900. While we may associate the village and its surrounding country with Monet, the work that Dewhurst saw there was that of American Impressionists such as Theodore Robinson, Lillah Cabot Perry, and Theodore Earl Butler, and British artists, Dawson Dawson-Watson and James Stirling Dyce who, even if they were not in residence, had left works in the village to decorate the walls of the Hotel Baudy, where Dewhurst stayed. He was also influenced by the Toulouse painter, William Didier-Pouget, who led him to temporarily abandon the Seine for the Creuse in the early years of the century. Self-confidence however emerges in works such as the present example.

The great proponent of French Impressionism and one of the first to document its rise in an English language monograph, Dewhurst deserves greater recognition as a painter than he has achieved. He came at a time in the 1890s when most important critics were attempting to allay hostility to the movement by finding British sources for it in the work of Constable and Turner. It was a message that appealed to the artist and one that he readily adopted. Despite the recent surge of interest in Dewhurst, dubbed 'Manchester's Monet', his work remains a puzzle. Repeated visits to flowering orchards in Normandy make it difficult at times to identify and securely date paintings produced around 1900. When six pictures were shown at the Royal Society of British Artists in the spring of 1901 by its newly elected member, for instance, two were 'Impressions' from a Norman orchard and one represented an Apple Tree in Blossom. A reviewer in The Studio (Vol 21, p. 202) referred to these works as 'exquisite and sunny in colour and ... redolent of the charm of spring'. The present picture could easily be one of these.

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

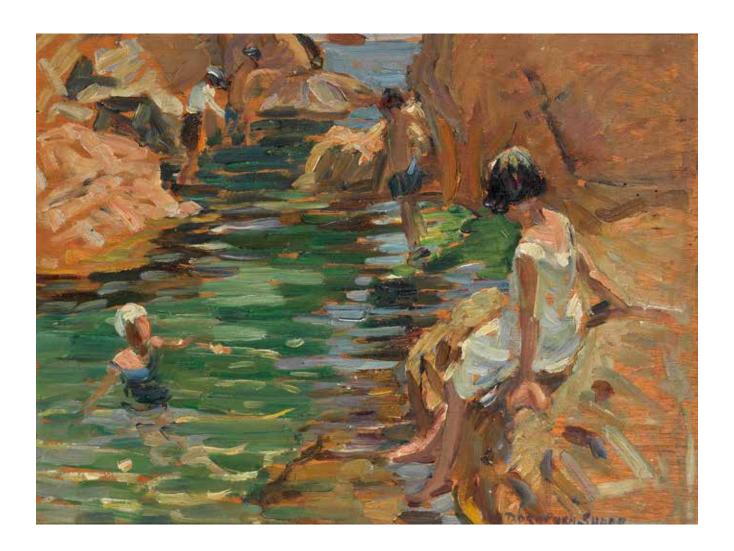


126 ^{AR}

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

Picking flowers signed and dated 'DOROTHEA/SHARP-07.' (lower right) oil on canvas 60.5 x 50.3cm (23 13/16 x 19 13/16in).

£25,000 - 35,000 €28,000 - 39,000 US\$32,000 - 45,000



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

The rock pool signed 'DOROTHEA SHARP' (lower right) oil on panel 30.5 x 40.6cm (12 x 16in). There is an unfinished composition on the reverse

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Provenance

Private collection, UK.



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

At the seaside signed 'DOROTHEA SHARP' (lower left) oil on panel 30.5 x 40.6cm (12 x 16in). There is an unfinished composition on the reverse

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

Private collection, UK.



129

129 ^{AR}

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

The toy boat signed 'Dorothea Sharp' (lower left) oil on canvas 35.5 x 45.7cm (14 x 18in).

£15,000 - 20,000 €17,000 - 22,000 US\$19,000 - 26,000

Provenance

Private collection, UK.

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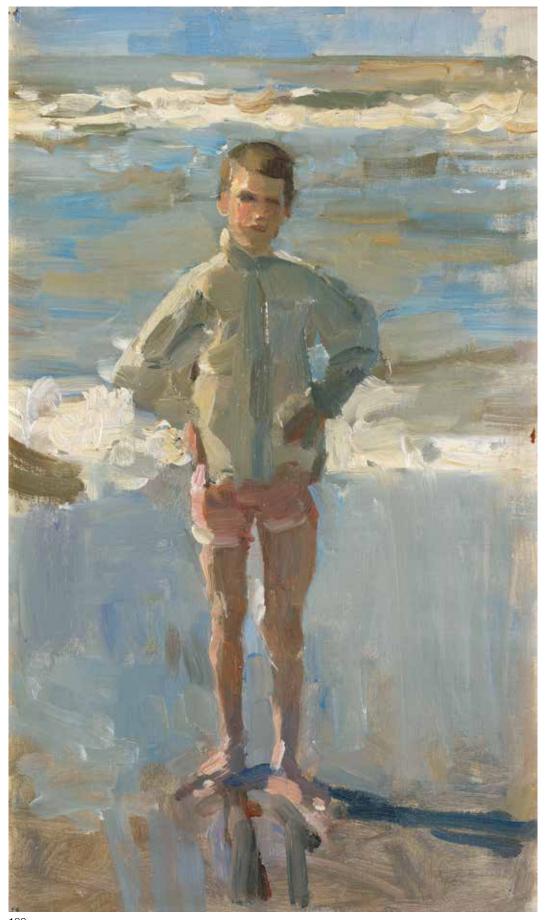
ISAAC ISRAELS (DUTCH, 1865-1934)

Young boy on a beach oil on canvas 49.5 x 30cm (19 1/2 x 11 13/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

B.J. Ouëndag Collection; thence by direct descent. A.J.G. Strengholt Collection; thence by direct descent. Private collection, Canada.





131 ^{AR}

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

Golden spring evening, Lamorna Valley signed 'S. J. Lamorna Birch.' (lower left) oil on canvas 63.5 x 78.7cm (25 x 31in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

Provenance

Anon. sale, Phillips, London, 6 March 1990, lot 65. Private collection, UK (acquired at the above sale).



EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Landscape near Aylsham signed 'Edward Seago' (lower left); bears title (on the reverse) oil on board 40.7 x 61cm (16 x 24in).

£20,000 - 30,000 €22,000 - 33,000 US\$26,000 - 39,000

Provenance

Richard Green Gallery, London. Private collection, UK.



EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Summer morning, Palling Beach, Norfolk signed 'Edward Seago' (lower left); bears title (on the reverse) oil on board 40.7 x 61cm (16 x 24in).

£25,000 - 35,000 €28,000 - 39,000 US\$32,000 - 45,000

Provenance

Richard Green Gallery, London. Private collection, UK.





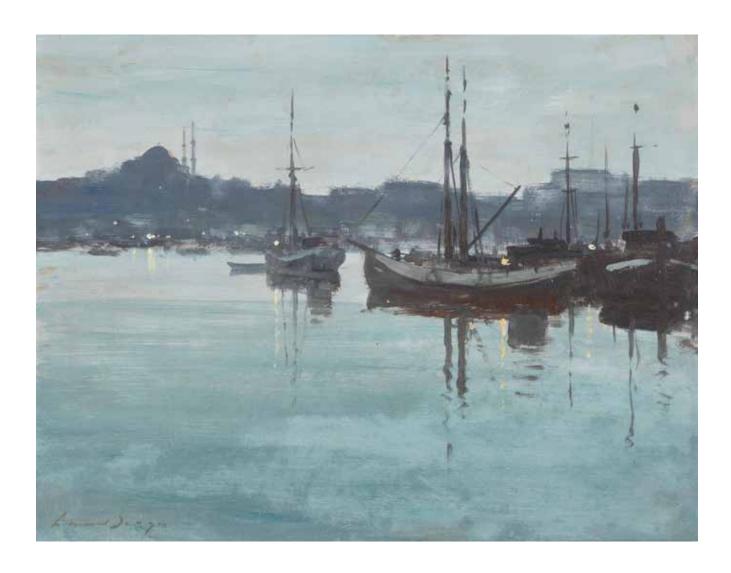
EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Barges on the Seine signed 'Edward Seago' (lower left) oil on board 28 x 40.6cm (11 x 16in).

£8,000 - 12,000 €8,800 - 13,000 US\$10,000 - 16,000

Provenance

Portland Gallery, London. Private collection, UK.



EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Fishing boats at anchor, dawn, Istanbul signed 'Edward Seago' (lower left) oil on board 31 x 45.6cm (12 3/16 x 17 15/16in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000

Provenance

Portland Gallery, London. Private collection, UK.

Exhibited

London, Portland Gallery, *Edward Seago Centenary Exhibition*, February - March 2010, no. 64.



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EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Sunlight before rain signed 'Edward Seago' (lower left); bears title (on the reverse) oil on canvas laid down on board 45.5 x 61cm (17 15/16 x 24in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000

Provenance

Private collection, Canada.



EDWARD SEAGO, RWS (BRITISH, 1910-1974)

A village path signed 'Edward Seago' (lower left) watercolour over traces of pencil 26.3 x 37.4cm (10 3/8 x 14 3/4in).

£3,000 - 5,000 €3,300 - 5,500 US\$3,900 - 6,500

Provenance

The Heffer Gallery, Cambridge.



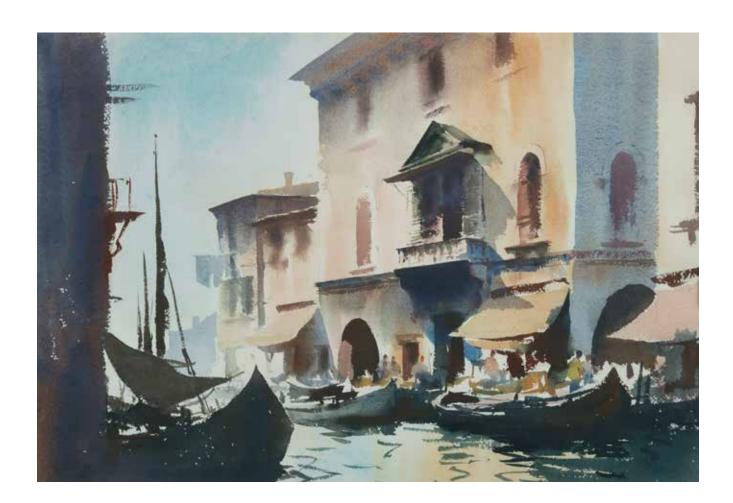
EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The flower market by the Spanish Steps, Rome signed 'Edward Seago' (lower left) watercolour over traces of pencil 26.7 x 36.9cm (10 1/2 x 14 1/2in).

£5,000 - 7,000 €5,500 - 7,700 US\$6,500 - 9,100

Provenance

P & D Colnaghi & Co. Ltd., London. Anon. sale, Christie's, London, 17 November 1978, lot 208.



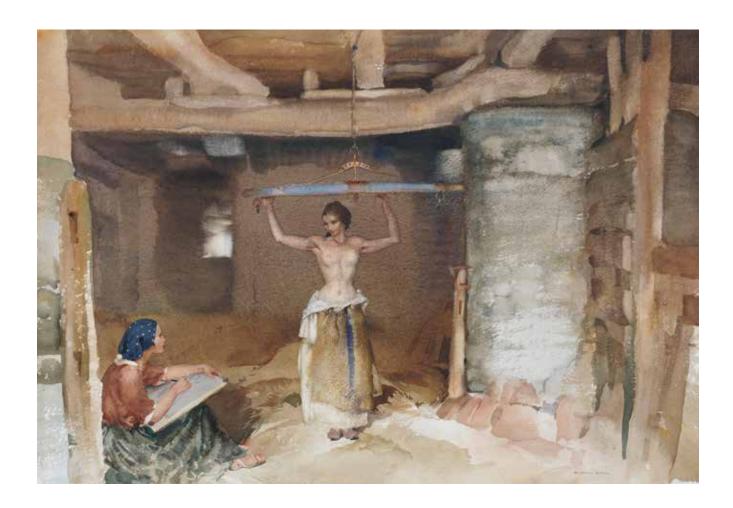
EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Chioggia signed 'Edward Seago' (lower left) watercolour over traces of pencil 36.5 x 53.3cm (14 3/8 x 21in).

£7,000 - 10,000 €7,700 - 11,000 US\$9,100 - 13,000

Provenance

Marlborough Fine Art, London, 1970.



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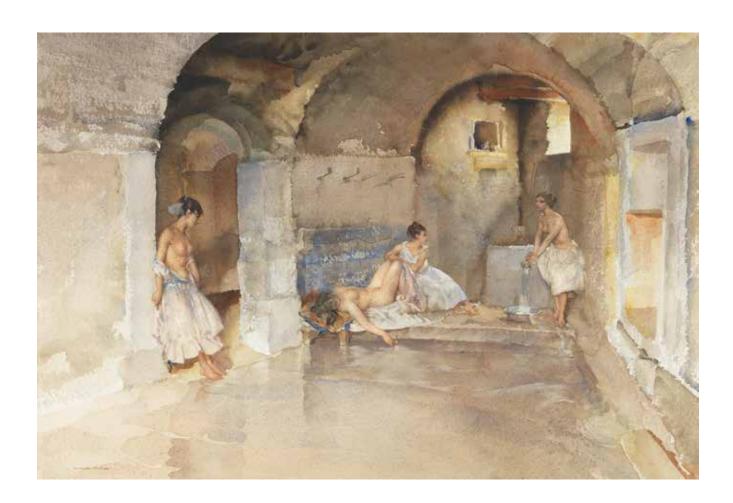
SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

A Rustic Venus, Devon signed 'W. RUSSELL FLINT' (lower right); inscribed 'A Rustic Venus, Devon/21 1/2 x 14 1/2' (on the reverse) watercolour 38.5 x 55.6cm (15 3/16 x 21 7/8in).

£6,000 - 8,000 €6,600 - 8,800 US\$7,800 - 10,000

Provenance

Daniel Rees Gallery, Jackson, Michigan, circa 1930. Private collection, Michigan (thence by descent). Anon. sale, Sotheby's, New York, 24 October 2006, lot 224. Private collection, UK.



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

The flooded foreground signed 'W. RUSSELL FLINT' (lower left); signed and titled (on the backboard); inscribed with title, date, artist's name and address (on a label attached to the backboard) watercolour 37.5 x 55.5cm (14 3/4 x 21 7/8in).

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 23,000

Provenance

The Fine Art Society, London, May 1957. Private collection, UK. Thence by descent to the present owner.

Exhibited

London, Royal Society of Painters in Watercolours, April - May 1957 (according to a label attached to the backboard).

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Wednesday 18 October 2017 Knightsbridge, London

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

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plus buyer's premium and other fees *

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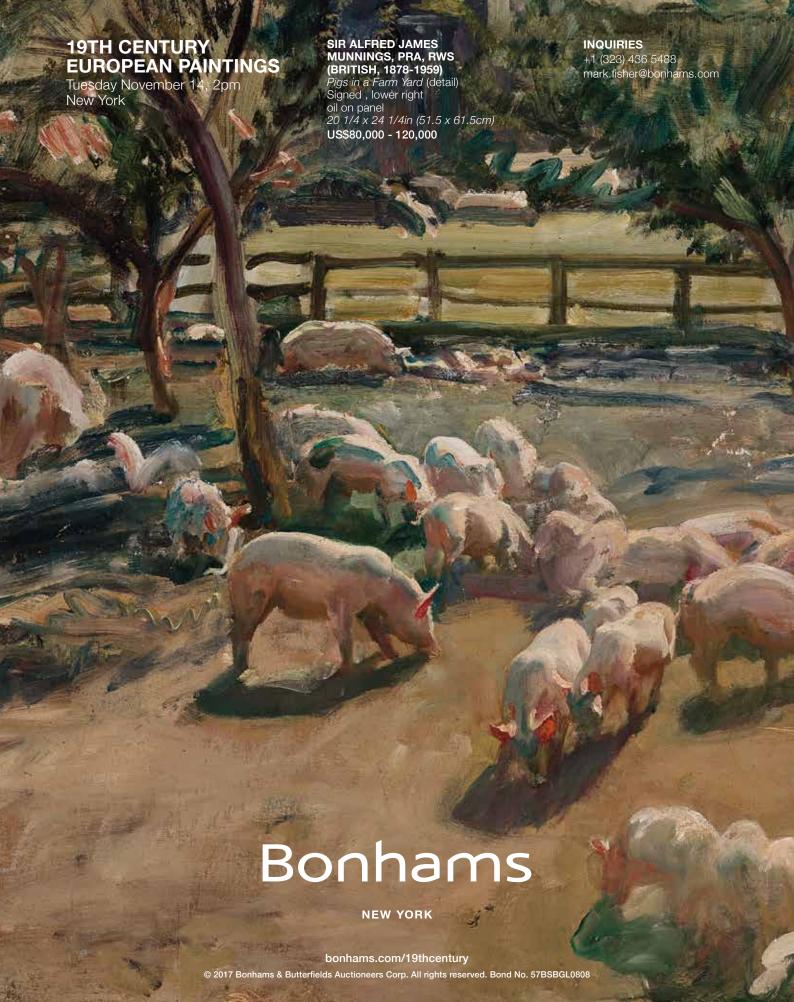
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The Seller does not make or agree to make any representation of fact or contractual promise, Guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual Buyer as set out above), in respect 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 I of, to combine two or more I ofs, 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 *Bidding 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

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 I ots 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 *Bonhans* 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. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

25% up to £100,000 of the *Hammer Price*20% from £100,001 to £2,000,000 of the *Hammer Price*12% from £2,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The Buyer's Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

The following symbols, shown beside the Lot number, 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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House

2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buver'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 '\$58' 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

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 decrees, 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.

Olt 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 - Château bottled

DB – Domaine bottled EstB – Estate bottled

BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled GB - German bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case iwc - individual wooden case

oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

.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;
- .1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Saller 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 Glossarv):
- 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
- 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 ourcose. The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

COLLECTION OF THE LOT

7

- 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.

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.

- 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
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 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

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 [AF], 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.
- .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 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 Ω3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

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

10 OUR LIABILITY

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

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

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or 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 nonconforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

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

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

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

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

12 MISCELLANEOUS

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

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

- "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", "tus" 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
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price)
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- **"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you"
- "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 ${\it Lot}$ 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-
 - 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;
 - anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

19th Century Paintings

Charles O' Brien +44 20 7468 8360 U.S.A Madalina Lazen +1 212 644 9108

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

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

African, Oceanic & Pre-Columbian Art

Fredric Backlar +1 323 436 5416

American Paintings Kayla Carlsen

+1 917 206 1699

Antiquities

Francesca Hickin +44 20 7468 8226

Antique Arms & Armour

David Williams +44 20 7393 3807 U.S.A Paul Carella +1 415 503 3360

Art Collections, **Estates & Valuations** Harvey Cammell

+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK Mark Oliver +44 20 7393 3856 U.S.A +1 212 644 9059

Australian Art

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

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

Matthew Haley +44 20 7393 3817 U.S.A Catherine Williamson +1 323 436 5442

British & European Glass

UK John Sandon +44 20 7468 8244 U.S.A. Suzy Pai +1 415 503 3343

British Ceramics

John Sandon +44 20 7468 8244

California & American Paintings

Scot Levitt +1 323 436 5425

Carpets

UK carpets@bonhams.com U.S.A. +1 415 503 3392

Chinese & Asian Art

Asaph Hyman +44 20 7468 5888 U.S.A Dessa Goddard +1 415 503 3333 HONG KONG +852 3607 0010 **AUSTRALIA** Yvett Klein +61 2 8412 2222

Clocks

UK James Stratton +44 20 7468 8364 Jonathan Snellenburg +1 212 461 6530

Coins & Medals

John Millensted +44 20 7393 3914 U.S.A Paul Song +1 323 436 5455

Contemporary Art

Ralph Taylor +44 20 7447 7403 U.S.A Jeremy Goldsmith +1 917 206 1656

Entertainment Memorabilia

UK Katherine Schofield +44 20 7393 3871 Catherine Williamson +1 323 436 5442

European Ceramics

Sebastian Kuhn +44 20 7468 8384 U.S.A +1 415 503 3326

Furniture

UK Thomas Moore +44 20 8963 2816 U.S.A Andrew Jones +1 415 503 3413

European Sculptures & Works of Art

UK Michael Lake +44 20 8963 6813

Greek Art

Olympia Pappa +44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey +44 131 240 2296

Irish Art

Penny Day +44 20 7468 8366

Impressionist & Modern Art

India Phillips +44 20 7468 8328 U.S.A William O'Reilly +1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K. Edward Wilkinson +85 22 918 4321 USA Mark Rasmussen +1 917 206 1688

Islamic & Indian Art Oliver White

+44 20 7468 8303

Japanese Art UK

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

Jewellery

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