



19TH CENTURY EUROPEAN VICTORIAN AND BRITISH IMPRESSIONIST ART

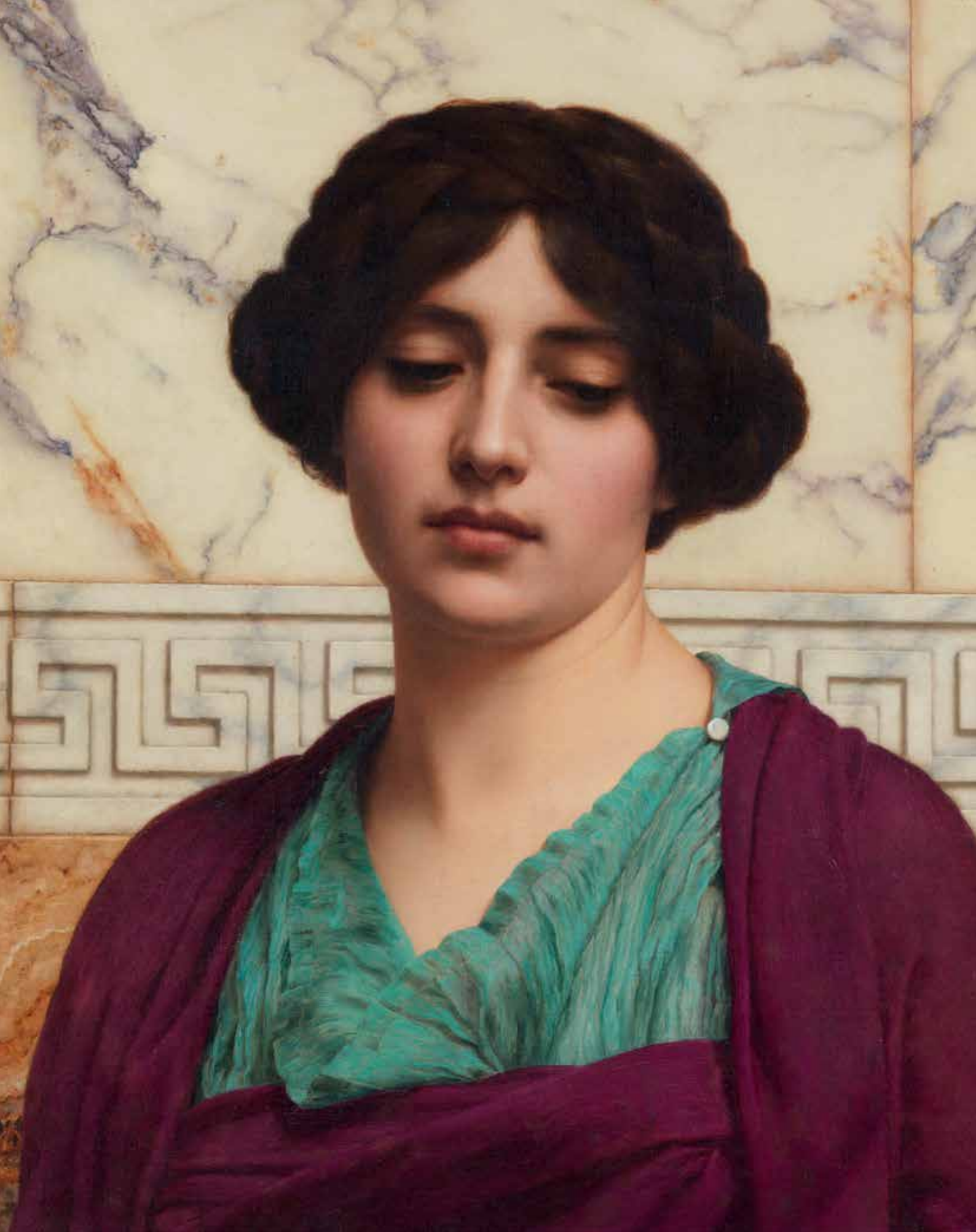
Wednesday 14 March 2018

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19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

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† VAT 20% on hammer price
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Y These lots are subject to
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back of the catalogue.



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

Lots 1 - 127



1



2

1

EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

Quai de l'Hotel de Ville sous la neige
signed 'E. Galien-Laloue' (lower left)
gouache over traces of pencil
20.5 x 31cm (8 1/16 x 12 3/16in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000

Provenance

Frost & Reed, London.

Private collection, UK (acquired from the above 5 August 2005).

2

EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

Théâtre du Châtelet
signed 'E. Galien-Laloue' (lower left)
gouache over traces of pencil
19 x 30.5cm (7 1/2 x 12in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000



3

EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

Porte Saint-Martin, Paris

signed 'E. Galien-Laloue' (lower left)

gouache over traces of pencil

26.5 x 45.5cm (10 7/16 x 17 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Anon. sale, Sotheby's, New York, 9 February 1999, lot 171.

MacConnal-Mason & Son Ltd., London.

Private collection, UK.



4

ANTONIETTA BRANDEIS (CZECH, 1849-1926)

Manin Palace, Venice
signed 'ABrandeis.' (lower right)
oil on panel
23.5 x 14cm (9 1/4 x 5 1/2in).

£5,000 - 7,000
€5,700 - 8,000
US\$7,000 - 9,900



5

ANTONIETTA BRANDEIS (CZECH, 1849-1926)

Colleoni Monument, Venice
signed 'ABrandeis.' (lower right)
oil on panel
23.5 x 14cm (9 1/4 x 5 1/2in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400

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.



6

GEORGES CROEGAERT (BELGIAN, 1848-1923)

A good read
signed and inscribed 'GEORGES CROEGAERT PARIS' (lower right)
oil on panel
33 x 24cm (13 x 9 7/16in).

£5,000 - 8,000

€5,700 - 9,100

US\$7,000 - 11,000

Provenance

Phillips & MacConal, Liverpool.
Private collection, UK (acquired from the above in 1919).
Thence by descent.

Georges Croegaert exhibited regularly at the Paris Salon between 1882 and 1914. He had an eye for detail and love of sumptuous fabrics, which he painted in vivid glowing colours.



7

GEORGES CROEGAERT (BELGIAN, 1848-1923)

Le choix du costume

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

32.3 x 24.4cm (12 11/16 x 9 5/8in).

£5,000 - 8,000

€5,700 - 9,100

US\$7,000 - 11,000

Provenance

Boydell & Co., Liverpool.

Private collection, UK (acquired from the above in 1916).

Thence by descent.

PETRUS VAN SCHENDEL (BELGIAN 1806-1870)

At the poultry stall on the Groenmarkt, The Hague
signed and dated 'P. van Schendel. 1868' (lower left); signed, dated
and dedicated 'J'ai peint ce tableau.pour/Mr. Henry C. Gibson. de
Philadelphia./P. van Schendel. 1868.' (on the reverse)
oil on panel

71.1 x 54.6cm (28 x 21 1/2in).

£40,000 - 60,000

€45,000 - 68,000

US\$56,000 - 84,000

Provenance

Mr. Henry C. Gibson Collection, America (acquired directly from the
artist).

Anon. sale, Sotheby's, New York, 28 October 1986, lot 4.

Williams & Son, London.

MacConnal-Mason & Son Ltd., London.

Private collection, UK.

Literature

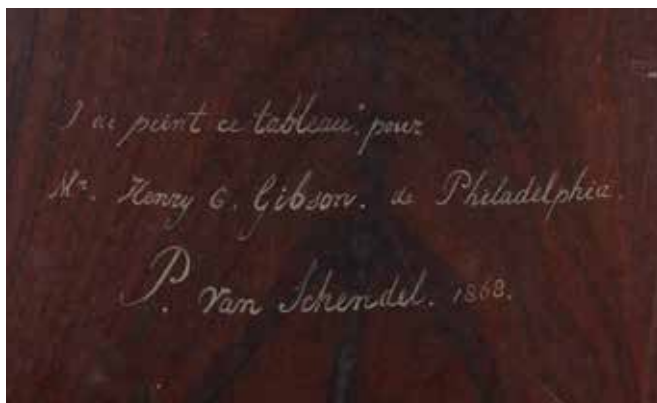
Jan M.M. de Meere, *Petrus van Schendel (1806-1870) Een leven
tussen licht en donker*, Primavera, Leiden, 2012, no. 284 (illustrated p.
165-167).

Petrus van Schendel attended the Royal Academy of Fine Arts
in Antwerp completing his studies in 1828. As well as traditional
portraiture and biblical scenes, his subject matter was often interior
scenes lit with candles and lamplight, meticulously detailed evening
market scenes and moonlight landscapes. Within a short time, he
became the most important exponent of this style in the 19th century
romantic period.

Henry Clay Gibson (1830-1891), for whom this work was painted, was
a successful banker, real estate developer and distiller. He inherited his
father's distillery business in 1865, on land to the south of Pittsburgh
and on the east side of the Monongahela River. His father, John
Gibson was an immigrant from Belfast in Ireland, who also ran a liquor
business in Philadelphia.

Henry C. Gibson supported many of Pennsylvania's cultural institutions
and upon his death in 1891, most of his collection was bequeathed to
The Pennsylvania Academy of the Fine Arts.

His wealth enabled him to indulge his passion for collecting and he
amassed an impressive collection of 19th century European paintings
which included works by Thomas Couture, Jules Breton, Gustave
Brion, Jean-Léon Gérôme, Eugène Fromentin, Rosa Bonheur, James
Tissot and Gustave Courbet.







9

CHARLES HENRI JOSEPH LEICKERT (DUTCH, 1816-1907)

The ferry

signed and dated 'C Leickert f. 48' (lower left)

oil on canvas

54 x 72cm (21 1/4 x 28 3/8in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000

Provenance

Phillips & MacConnal, Liverpool.

Private collection, UK (acquired from the above in 1916).

Thence by descent.



10

WIJNAND JAN JOSEPH NUYEN (DUTCH, 1813-1839)

Extensive river landscape

indistinctly signed and dated 'WJJ Nuyen/1831.f' (lower centre)

oil on panel

42 x 55cm (16 9/16 x 21 5/8in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000

The present lot may depict the River Rhine. Nuyen was known to have travelled along the Rhine in the early 1830s, passing through the areas of Gelderland and Arnhem in the eastern part of Holland, and the Koblenz area of Germany.

11

WILLEM KOEKKOEK (DUTCH, 1839-1895)

Dutch street scene in summer
signed 'W Koekkoek' (lower right)
oil on canvas
41.5 x 54cm (16 5/16 x 21 1/4in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

MacConnal-Mason & Son Ltd., London.

Private collection, UK (acquired from the above 27 October 1980).

Thence by descent.



12

JEAN-BAPTISTE-CAMILLE COROT (FRENCH, 1796-1875)

Le rêveur dans la clairière

oil on canvas

143 x 105cm (56 5/16 x 41 5/16in).

£70,000 - 100,000

€80,000 - 110,000

US\$99,000 - 140,000

Provenance

Léon Fleury Collection, Magny-les-Hameaux.

Gustave Tempelaere, Paris, 1896.

Anon. sale, Van Ham Kunstauktionen GmbH & Co. KG, Cologne, 16 November 2007, lot 1201.

Acquired from the above sale by the present owner.

Exhibited

Wuppertal, Von der Heydt Museum, *Auguste Renoir und die Landschaft des Impressionismus*, 28 October 2007 - 27 January 2008.

Literature

L. Robaut, *L'oeuvre de Corot: catalogue raisonné et illustré*, Paris, 1905, vol. III, no. 1615 (illustrated by line drawing p. 129).

Dr. Gerhard Finckh, *Auguste Renoir und die Landschaft des Impressionismus*, exhibition catalogue, Von der Heydt Museum, Wuppertal, 2007 (illustrated p. 37).

The present lot is one of four decorative panels which Corot started working on in 1856. They were painted on the walls of the home of his longstanding friend Leon Fleury, in Magny-les Hameaux. In 1896 they were sold to renowned art dealer Gustave Tempelaere in Paris. The whereabouts of the other three works are unknown.

By the early 1850s, Corot was well established as a successful artist, and as a result he was able to pursue a more expressive and decorative scheme for his paintings. Essentially, he would often favour the creation of atmospheric effect, using a controlled palette and soft, impressionist style over naturalism. The present lot belongs to a period in Corot's *oeuvre* that is often referred to as *paysages lyriques* and is evidence of his role in influencing a succeeding generation of Impressionist painters.

A small figure - the dreamer, is seated in the foreground, engulfed by the poetic landscape of blurred, hazy trees and foliage. Like the figure depicted, the viewer can as easily become lost in their thoughts surrounded by the landscape Corot envisioned. Spontaneous and gestural brushwork creates a moody effect, where detail is not essential, rather, feeling is emphasised.

Similar decorative schemes were painted by Corot throughout his career: in 1847, he completed panels for the summer house in his parents' garden at Ville d'Avray; between 1858-1860 for the studio of his friend, the painter Alexandre-Gabriel Decamps in Fontainebleau; for Charles François Daubigny's estate in Auvers-sur-Oise, and in 1865 for the town house belonging to Prince Demidoff.





13

LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

La halle aux poissons à Saint-Malo

signed 'L. Lhermitte' (lower left)

charcoal

92 x 111.5cm (36 1/4 x 43 7/8in).

Executed circa 1877-1878

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Anon. sale, Sotheby's, London, 8 November 1972 (sold for 1560 F).

Anon. sale, Sotheby's, London, 15 November 1973 (sold for 1485 F).

Private collection, Italy.

Exhibited

Paris, Salon, 1878, no. 3366.

London, Dudley Gallery, *Black and White Exhibition*, 1879, no. 96.

Literature

Monique Le Pelley Fonteny, *Léon Augustin Lhermitte catalogue raisonné*, Paris, 1991, no. 683 (illustrated as a print p. 443).

There is a preparatory drawing recorded (private collection) of the two figures unloading the fish. The young boy holding the basket on the left demonstrates the influence of Jean-François Millet on Lhermitte. The pose of the figure is reminiscent of Millet's *Un Vanneur*.



14

LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

La moisson

signed 'L. Lhermitte' (lower right)

pastel

39.5 x 51.5cm (15 9/16 x 20 1/4in).

Executed in 1900

£12,000 - 18,000

€14,000 - 20,000

US\$17,000 - 25,000

Provenance

Boussod, Valadon & Cie.

Blanquet de Fulde Collection (acquired from the above 1900).

Blanquet de Fulde; sale, Hôtel Drouot, Paris, 27 May 1905, lot 70.

Orosdi Collection, Paris (acquired from the above sale for 7000 F).

Anon. sale, Dorotheum, Vienna, 17-20 June 1969, lot 584 (sold for 2850 F).

Anon. sale, Sotheby's, London, 17 March 1970, lot 1.

Private collection, Italy.

Literature

Monique Le Pelley Fonteny, *Léon Augustin Lhermitte catalogue raisonné*, Paris, 1991, no. 84 (illustrated in black and white p. 178).

15

ROSA BONHEUR (FRENCH, 1822-1899)

The call of the stag
signed 'Rosa Bonheur' (lower left)
pastel on grey paper
48 x 64cm (18 7/8 x 25 3/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

We are grateful to Professor Dott. Annie-Paule Quinsac for confirming the attribution to Rosa Bonheur and for her assistance in cataloguing this lot.

Provenance

(Probably) Arthur Tooth and Sons Ltd., London.
Adolph Streuli (1868-1953) Collection, Switzerland (acquired from the above April 1932).
Thence by descent.

Although undated, the present lot belongs to the last decade of the Rosa Bonheur's life, when she developed a greater sensibility to nature as landscape, and as a result often returned to the medium of pastel. The ductility of pastel allowed Bonheur to work with a wide spectrum of intense colour, creating dramatic, luminous effects.

It is winter, at dusk. The last quarter of the moon is visible as a slim white crescent to the left. A large stag stands proudly looking over the landscape, everything momentarily frozen in time. The colour contrasts convey an almost magical feeling, and Bonheur has captured the sensation of bitter cold that permeates the landscape in winter. Stags, roebucks, bucks, does and their fawns were for Bonheur the last denizens of a nature uncontaminated by man, and she feared modernity would slowly eradicate them. It is to capture them in their element that compelled Bonheur in later life to develop a vision of nature close to that of the Romantics, or at least far less naturalist than her previous works.

Forest animals were a recurring theme in Bonheur's *oeuvre* and the present lot, similar to *The King of the forest* (sold Christie's, New York, 23 May 2017, lot 24) is an important re-discovery, expressing in the same vibrant way, a sacred union between landscape and the untamed animal as Bonheur understood it.





16
JULIEN DUPRÉ (FRENCH, 1851-1910)
 L'heure de la traite
 signed 'JULIEN DUPRE_' (lower right)
 oil on canvas
 47 x 55cm (18 1/2 x 21 5/8in).

£8,000 - 12,000
 €9,100 - 14,000
 US\$11,000 - 17,000



17

**PAUL JOSEPH CONSTANTIN GABRIËL (DUTCH, 1828-1903),
AND ANTON MAUVE (DUTCH, 1838-1888)**

Cattle by a wooded stream, Oosterbeek

indistinctly signed 'PJC Gabriel f/stoff A Mauve' (lower left)

oil on canvas

104.5 x 155.5cm (41 1/8 x 61 1/4in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Anon. sale, Sotheby's, London, 28 October 1980.

Exhibited

Dordrecht, Dordrechts Museum, *Paul Joseph Constantin Gabriël.*

Colorist van de Haagse School, 26 April - 30 August 1998, no. 10.

Cleves, B.C. Koekkoek Haus, *Paul Joseph Constantin Gabriël. Colorist van de Haagse School*, 25 September 1998 - 3 January 1999.

Literature

V. Hefting, *Schilders in Oosterbeek 1840-1870*, Zutphen, 1981 (illustrated p. 102).

R. de Leeuw, J. Sillevius and C. Dumas, *De Haagse School. Hollandse meesters van de 19de eeuw*, The Hague, 1983, (illustrated p. 57).

S. de Bodt, *Anton Mauve en de Haagse School*, Openbaar Kunstbezit 4, The Hague, 1997, p. 26-28 (illustrated).

M. Peters and B. Tempel, *Paul Joseph Constantin Gabriël. Colorist van de Haagse School*, Dordrecht, 1998, p. 23 and 25 (illustrated).

The present lot is a collaboration between Gabriël and Mauve. In all probability Mauve, who studied under Wouterus Verschuur, executed the animals and figures, and Gabriël, the impressive and detailed landscape.



18

CLAUDE-EMILE SCHUFFENECKER (FRENCH, 1851-1934)

Partie de billes, enfants jouant
signed and dated 'E Schuffenecker/84' (lower left)
oil on canvas
54.5 x 65.5cm (21 7/16 x 25 13/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Provenance

Galerie Hopkins-Thomas, Paris.
Anon. sale, Christie's, New York, 26 October 1988, lot 354.
James E. Sowell Collection, America.
Sale, Sotheby's, New York, 8 May 2008, lot 174.
Acquired at the above sale by the present owner.

Literature

Jill-Elyse Grossvogel, *Claude-Emile Schuffenecker, Catalogue Raisonné*, San Francisco, 2000, vol. 1, no. 361 (illustrated p. 137).

In the present lot Jeanne, the artist's daughter, is watching the game while Paul, her younger brother, is seated on the ground to her left. Schuffenecker has introduced a change in the clothing of Jeanne from the preliminary study (lot 19) as well as that of the older boy whose turn it is to play.



19

CLAUDE-EMILE SCHUFFENECKER (FRENCH, 1851-1934)

Partie de billes, étude, enfants jouant dans la rue
signed 'E Schuff-' (lower right); signed 'E. Schuff-' (on the reverse);
stamped with the artist's studio stamp (under the mount and on the reverse)

pencil

image 28.5 x 35.5cm (11 1/4 x 14in); sheet 35.8 x 43.2cm (14 1/8 x 17in).

£2,500 - 3,500

€2,800 - 4,000

US\$3,500 - 4,900

Provenance

Jeanne Schuffenecker Collection, Paris.

Jacques Fouquet, Paris

Anthony d'Offay Gallery, London, by 1965.

Anon. sale, Christie's, New York, 26 October 1988, lot 354.

Anon. sale, Hôtel Drouot, Paris, 24 November 1990, lot 61.

James E. Sowell Collection, America.

Sale, Sotheby's, New York, 8 May 2008, lot 174.

Acquired at the above sale by the present owner.

Exhibited

London, Anthony d'Offay Gallery, December 1965 - January 1966, no. 39.

New York, Hammer Gallery, 23 November - 5 December 1970, no. 13.

Literature

Jill-Elyse Grossvogel, *Claude-Emile Schuffenecker, Catalogue Raisonné*, San Francisco, 2000, vol. 1, no. 362 (illustrated p. 137).



20

HENRY CAMPOTOSTO (BELGIAN, 1833-1910)

Mother and child

signed and dated 'Campotosto Henry 1908' (lower right)

oil on panel

80 x 114cm (31 1/2 x 44 7/8in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400



21

OSWALD ACHENBACH (GERMAN, 1827-1905)

View of Ischia with the Aragonese castle

signed and dated 'Osw. Achenbach 84' (lower right)

oil on canvas

64.5 x 89cm (25 3/8 x 35 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Anon. sale, Christie's, London, 26 June 1987, lot 20.

Anon. sale, Sotheby's, London, 7 April 2000, lot 212.

Galleria Nuova Bianchi d'Espinosa, Naples.

Private collection, Italy (acquired from the above in 2010).

Literature

Massimo Ricciardi, *Paesaggisti stranieri in campania nell'Ottocento*

Salerno, 2002 (illustrated in colour p. 207).



22

FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)

View of Palermo, Monte Pellegrino in the distance

signed 'FR Unterberger' (lower right)

oil on canvas

60.5 x 85cm (23 13/16 x 33 7/16in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000



23

FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)

View of Capri with an artist sketching in the foreground

signed 'F R Unterberger.' (lower right)

oil on canvas, unframed

90 x 135cm (35 7/16 x 53 1/8in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

Galleria Nuova Bianchi d'Espinosa, Naples.

Private collection, Italy (acquired from the above in 2010).

Literature

Massimo Ricciardi, *Paesaggisti stranieri in campania nell'Ottocento*

Salerno, 2002 (illustrated in colour p. 208).



24

IPPOLITO CAFFI (ITALIAN, 1809-1866)

The Rialto Bridge, Venice; View of the Castel Sant'Angelo, Rome
two, one signed 'Caffi: Dip:.' (lower right); the other signed 'Caffi' (lower left)

watercolour heightened with bodycolour

one 20 x 34cm (7 7/8 x 13 3/8in); the other 18.2 x 32.5cm (7 1/16 x 12 13/16in). (2)

£5,000 - 7,000

€5,700 - 8,000

US\$7,000 - 9,900

Ippolito Caffi was born in the Veneto region of Italy and at a young age showed skill at painting, promptly moving to Venice to undergo training at the Academy of Fine Arts. It is here that he would begin experimenting with the effects of light, he would continue to develop this interest whilst travelling throughout the Mediterranean. It is for this particular skill which he would be greatly admired across Europe, most notably in the Paris Salon of 1846. Whilst attempting to capture Italy's first naval battle in 1866, his ship was sunk by the Austro-Venetian fleet, killing him along with many of the crew.



25 *

FRANÇOIS ANTOINE BOSSUET (BELGIAN, 1800-1889)

La porte Romaine à Cordoue

signed and dated 'F. Bossuet/1872.' (lower right); inscribed, dated and signed 'La porte Romaine à Cordoue. 81/Bruxelles, le 8 novembre 1872./F Bossuet./Rue Royale 265.' (on a label attached to the reverse)

oil on canvas

54 x 81.5cm (21 1/4 x 32 1/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Anon. sale, Bonhams, London, 16 Apr 2008, lot 36.

Private collection (acquired at the above sale).

26

GIUSEPPE DE NITTIS (ITALIAN 1846-1884)

Marina con cespugli

signed 'De Nittis' (lower left)

oil on panel

13 x 17.9cm (5 1/8 x 7 1/16in).

Painted *circa* 1868-1869

£25,000 - 35,000

€28,000 - 40,000

US\$35,000 - 49,000

Provenance

A Sommaruga Collection, Paris.

S Carini Collection, Milan.

Literature

Piero Dini and Giuseppe Luigi Marini, *De Nittis*, Turin, 1990, vol. I, no.

241, p. 384 (illustrated in black and white vol. II).

Mary Pittaluga and Enrico Piceni, *De Nittis*, Milan, 1963, no. 280.





27

ANTONIO MANCINI (ITALIAN, 1852-1930)

The Oriental robe

oil on canvas

103 x 69cm (40 9/16 x 27 3/16in).

£30,000 - 50,000

€34,000 - 57,000

US\$42,000 - 70,000

Provenance

Arturo Toscanini Collection, Italy.



28

ALBERTO PASINI (ITALIAN, 1826-1899)

The Mosque of Mahmoudie
signed 'A. Pasini.' (lower right)
oil on canvas
46 x 55cm (18 1/8 x 21 5/8in).

£100,000 - 150,000

€110,000 - 170,000

US\$140,000 - 210,000

Literature

Vittoria Botteri Cardoso, *Alberto Pasini*, Genova, 1991, no. 680,
(illustrated in black and white p. 336).
AA. VV., *Ottocento*, Milan, 1989, no. 18.
Eredi photo archive, no. 439.

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 Nasir al-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.





29

FABIO FABBI (ITALIAN, 1861-1946)

Harem girls resting on a terrace, the coast beyond
signed 'F. Fabbi' (lower left)
oil on canvas, unframed
30.5 x 54.6cm (12 x 21 1/2in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

Anon. sale, Hampel Kunstauktionen, Munich, 23 March 2012, lot 564.

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

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

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



30

FABIO FABBI (ITALIAN, 1861-1946)

The dancers

signed 'F. Fabbi' (lower left)

oil on board, unframed

40.2 x 49.5cm (15 13/16 x 19 1/2in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Anon. sale, Sotheby's, London, 20 November 2012, lot 116.

31

FRANCESCO BALLELIO (ITALIAN, 1860-1923)

Reflection

signed and inscribed 'FBallesio/Roma' (lower left)

oil on canvas, unframed

142.2 x 180.7cm (56 x 71 1/8in).

£30,000 - 50,000

€34,000 - 57,000

US\$42,000 - 70,000

Francesco Ballesio was born in Turin, studied at the Accademia Albertina and later moved to Rome. He exhibited at the International Exhibition in Rome in 1883 and throughout his career, his works were sought after by private collectors based in England and the United States. He painted subjects influenced by the Roman artist Bartolommeo Pinelli, in particular characters in pursuit of love in the Roman Campagna. He also produced a number of Orientalist themed works, working in both watercolour and oil.

In the present lot Ballesio has painted a beautiful odalisque, reclining on sumptuous fabrics, looking at her reflection. The room depicted is filled with an array of visual stimulation, colour, pattern, decorative ornaments and plump flowers are visible throughout. The artist in this large oil has demonstrated his strength at depicting textures and grandeur, by successfully transporting the viewer into a scene of beauty. The composition is pleasing to the eye, the outline of her figure echoed in the fall of the cloth around her, her lovely face in a contemplative and relaxed pose.

The model and her position is nearly identical to a smaller work on paper executed by the artist, sold by Sotheby's, London, 30 May 2008, lot 127.





32 ^{AR}

CAMILLO INNOCENTI (ITALIAN, 1871-1961)

Contemplation

signed, inscribed and dated 'Innocenti Rome 94' (lower left)

oil on panel

23 x 37.2cm (9 1/16 x 14 5/8in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000



33

JUAN BRULL VINYOLES (SPANISH, 1863-1912)

The pink bow
signed 'Brull' (lower left)
oil on canvas
60 x 56cm (23 5/8 x 22 1/16in).

£12,000 - 18,000

€14,000 - 20,000

US\$17,000 - 25,000

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.

34

FOLLOWER OF MOSÈ BIANCHI (ITALIAN, 1840-1904)

Nude

bears inscription 'Di Mose Bianchi/Carolina Ved Bianchi' (on the reverse)

oil on canvas

65.8 x 66.8cm (25 7/8 x 26 5/16in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000

We are grateful to Professor Paolo Biscottini for his assistance in cataloguing this lot.



35

ANDREA LANDINI (ITALIAN, 1847-1935)

The Feast

signed 'A. Landini' (lower right)

oil on canvas

60.5 x 73.5cm (23 13/16 x 28 15/16in).

£25,000 - 35,000

€28,000 - 40,000

US\$35,000 - 49,000

Provenance

Maple & Company Ltd., London.

Private collection, UK (acquired from the above in 1954 for £577.10).

Thence by descent.





36 *

PAUL-CHARLES CHOCARNE-MOREAU (FRENCH, 1855-1931)

La catastrophe

signed 'CHOCARNE MOREAU' (lower right)

oil on canvas

55 x 47cm (21 5/8 x 18 1/2in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000

Provenance

Private collection, Canada.



37

JEAN BÉRAUD (FRENCH, 1849-1935)

Portrait d'une femme élégant
signed, dedicated and dated 'à Madame William/Jean Béraud/Paris
98' (lower right)
oil on panel
28.8 x 15.5cm (11 5/16 x 6 1/8in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000

Provenance

Anon. sale, Sotheby's, New York, 24 October 1996, lot 314.
Private collection, UK.

Literature

Patrick Offenstadt, *Jean Béraud, The Belle Epoque: A dream of times gone by*, Wildenstein Institute, 1999, no. 387 (illustrated p. 286, erroneously listed as being oil on canvas).



38

JEAN BÉRAUD (FRENCH, 1849-1935)

Homme debout tenant un tableau
signed 'Jean Béraud.' (lower right)

oil on canvas

56 x 34cm (22 1/16 x 13 3/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

The present lot appears to be another version of the work listed in the catalogue raisonné by Patrick Offenstadt, *Jean Béraud, The Belle Époque: A dream of times gone by*, Wildenstein Institute, 1999, no. 478, p. 321.

This portrait is thought to be of Charles Coates, the first cousin of Mme Dupré.



Trout

39 *

HENRI FANTIN-LATOURE (FRENCH, 1836-1904)

Roses

signed 'Fantin' (lower right)

oil on canvas

40.6 x 33cm (16 x 13in).

Painted in 1899

£100,000 - 150,000

€110,000 - 170,000

US\$140,000 - 210,000

We are grateful to Galerie Brame & Lorenceau for confirming the authenticity of the present lot, which will be included in the *Catalogue raisonné des peintures et pastels de Fantin-Latour*, currently in preparation.

Provenance

Gustave Tempelaere, Paris.

Allard & Noël, Paris.

M. Henri Darrasse Collection; Sale, Hôtel Drouot, Paris, 6 December 1909, lot 38.

Javal (acquired from the above sale).

Gimpel Fils, London.

Arthur Tooth & Sons Ltd., London, by 1953.

Private collection, Canada (acquired from the above).

Thence by descent.

Literature

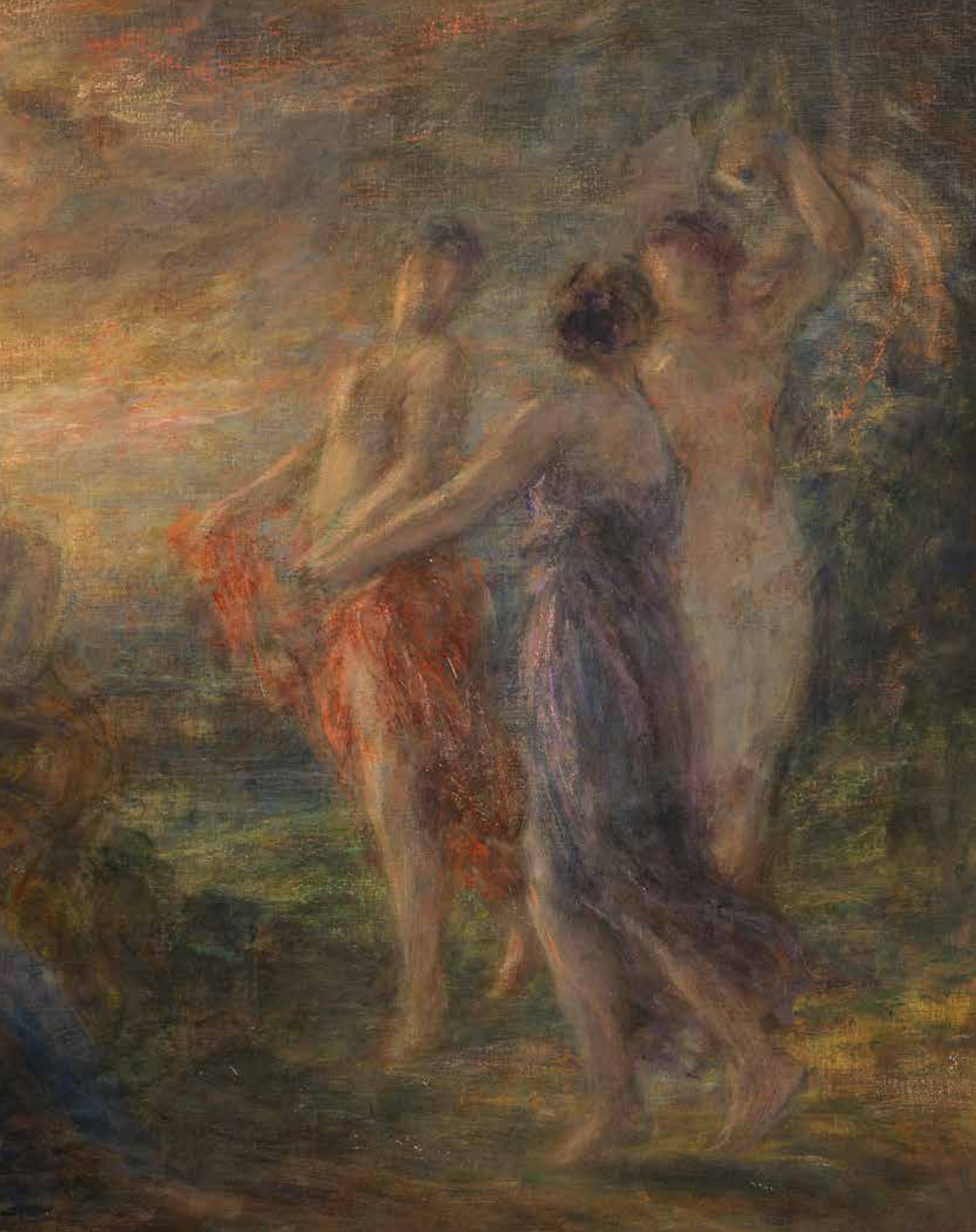
Mme. Fantin-Latour, *Catalogue de l'oeuvre complet de Fantin-Latour, 1849-1904*, Paris, 1911, no. 1772, p. 189.





The present lot is a wonderful example of Fantin-Latour's mastery as a still-life painter. Although the artist produced a wider array of subjects, working in oils, pastels and lithography, it was through flower painting that the artist achieved his greatest critical and commercial success. Thought to have produced over 500 flower pieces, Fantin-Latour's work was especially successful in England, where he was a prolific exhibitor at the Royal Academy, showing 81 works -the majority of which were flower paintings- between 1862 and 1900.

The sale of Henri Darrasse's estate in 1909 included twelve works by Fantin-Latour. The sale also included works by many of Fantin-Latour's important contemporaries, such as Boudin, Chaplin, Corot, Daumier, Delacroix, Helleu, Lepine, Puvis de Chavanne and Rousseau. Emmanuel-Alfred Beurdeley (1847-1919) was a collector, antique dealer and one of the most important Parisian cabinetmakers at the time. He retired in 1895 and for the rest of his life he acquired and sold a large number of paintings, drawings and pieces of furniture. Beurdeley annotated a copy of the 1909 Hôtel Drouot sale catalogue with his opinions, buyers names and prices. At the entry of the present lot, he has made a note that the work sold for 6000 francs to Javal, and made the comment 'Beau'.





40

HENRI FANTIN-LATOURE (FRENCH, 1836-1904)

Dances au soir

bears signature (lower right)

oil on canvas

73.7 x 91.5cm (29 x 36in).

Painted circa 1904

£60,000 - 80,000

€68,000 - 91,000

US\$84,000 - 110,000

We are grateful to Galerie Brame & Lorenceau for confirming the authenticity of the present lot, which will be included in the *Catalogue raisonné des peintures et pastels de Fantin-Latour*, currently in preparation.

Provenance

Mme. Fantin-Latour, Paris.

Ferdinand Tempelaere, Paris.

Jean Tempelaere, Paris.

Anon. sale, Palais Galliera, Paris, 14 March 1969, lot 37.

E.J. Van Wisselingh & Co, Amsterdam.

Private collection, Netherlands.

Exhibited

Grenoble, Musée Bibliothèque de Grenoble, *Centenaire de Henri*

Fantin-Latour, August - October 1936, no. 94.

Literature

Mme. Fantin-Latour, *Catalogue de l'oeuvre complet de Fantin-Latour, 1849-1904*, Paris, 1911, no. 2165, p. 228 (listed with inverted measurements).



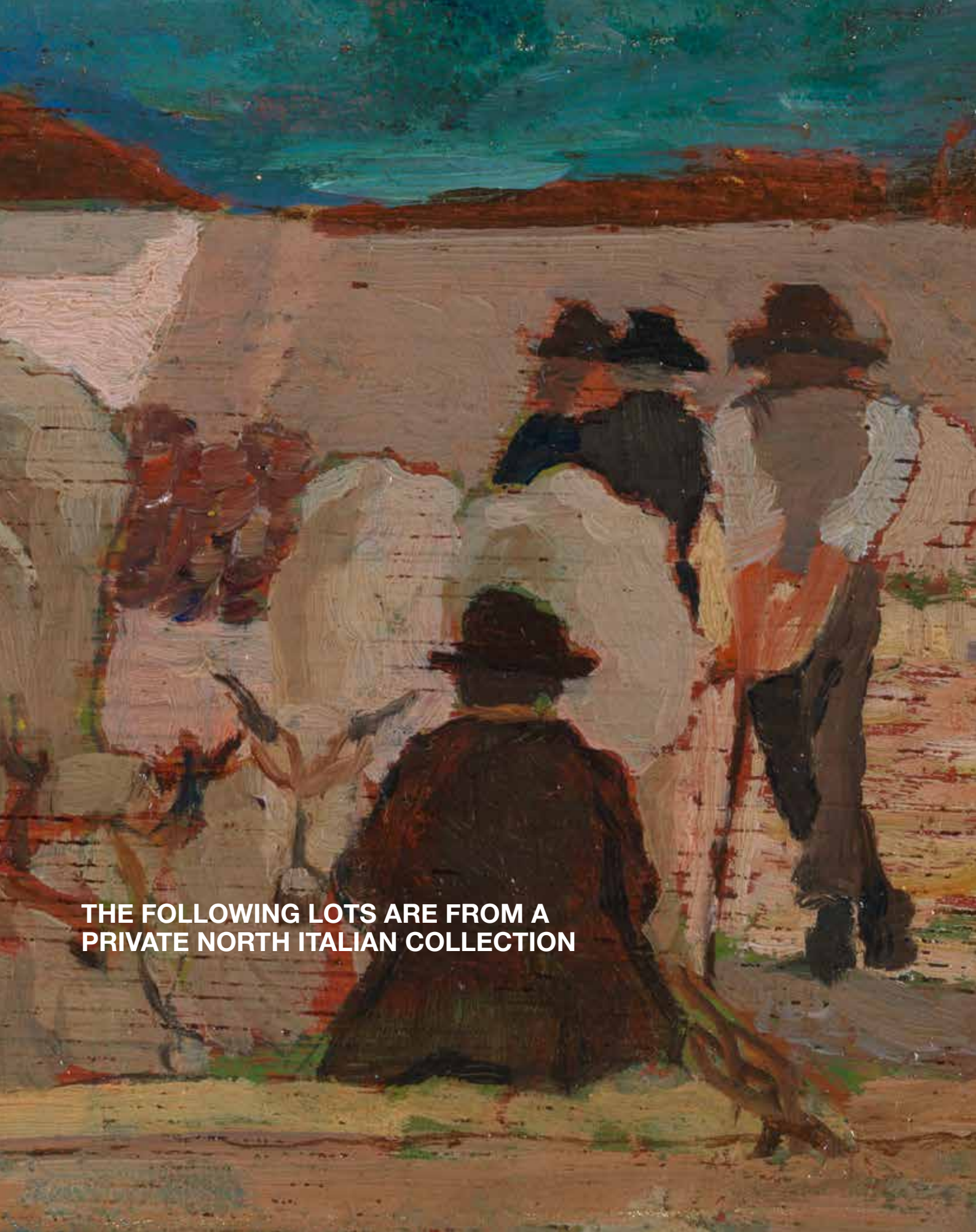


Fig 1 Henri Fantin-Latour, *L'aurore et la nuit*, 1894 © Birmingham Museums Trust



Through a series of dream-like compositions, using elegant female forms to represent personifications of Dawn, Day and Night, Fantin-Latour's fantasies stand alongside such Symbolist masters as Gustave Moreau, Odilon Redon and Puvis de Chavannes. Many of Fantin-Latour's figurative and symbolist works were executed towards the end of his distinguished career, when his reputation as a floral still-life painter was well established. In paintings such as *Immortalité* (1889, National Museum of Wales, Cardiff), *L'Aurore et La Nuit* (fig. 1, 1894, Birmingham Museum and Art Gallery) and *La Nuit* (sold in these rooms 2 March 2016, lot 72), Fantin-Latour creates elegant allegories loosely drawn from mythology, female figures nestled among the clouds. Fantin-Latour, like many of the Symbolist painters, also drew inspiration from music; see for example *Tannhäuser on the Venusberg* (1864, Los Angeles County Museum of Art), which took its subject from a Wagner opera.

In *Danses au soir* which, like *La Nuit* passed through the hands of the distinguished Amsterdam dealers E. J. van Wisselingh & Co., Fantin-Latour depicts six elegant female figures, perhaps the Muses, revelling in a twilight landscape; three figures dance to the musical accompaniment of a tambourine and double flute, instruments generally associated with Euterpe, the muse of music and lyric poetry, and Erato, the muse of lyric and love poetry. The colourful robes draped around the figures call to mind the symbolic figures of Dawn and Night in *L'aurore et la nuit*, set against the reddening sky.



**THE FOLLOWING LOTS ARE FROM A
PRIVATE NORTH ITALIAN COLLECTION**

41

NICCOLO CANNICCI (ITALIAN, 1846-1906)

By the fire
signed 'NCannicci' (lower right)
oil on canvas
33 x 18cm (13 x 7 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Galleria d'arte La Stanzina, Florence.
Acquired from the above.





42

OSCAR GHIGLIA (ITALIAN, 1876-1945)

Herdsmen and cattle

oil on panel

9.5 x 22cm (3 3/4 x 8 11/16in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000



43

LUIGI GIOLI (ITALIAN, 1854-1947)

At the Races

signed and dated 'L. Gioli 82' (lower left)

oil on panel

19 x 32.5cm (7 1/2 x 12 13/16in).

£12,000 - 18,000

€14,000 - 20,000

US\$17,000 - 25,000

Provenance

Giuliano Matteucci, Viareggio.

Acquired from the above.



44

EUGENIO CECCONI (ITALIAN, 1842-1903)

Wooded landscape with woman carrying a jar
signed 'ECecconi' (lower left)

oil on canvas

48 x 31cm (18 7/8 x 12 3/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000



45

ULVI LIEGI (ITALIAN, 1858-1939)

Picking flowers

oil on panel

50.5 x 25cm (19 7/8 x 9 13/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Galleria d'arte La Stanzina, Florence.

Acquired from the above.

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46

ANGIOLO TOMMASI (ITALIAN, 1858-1923)

Beside the lake

signed 'Angiolo Tommasi' (in pencil lower left)

oil on panel

38.5 x 26.5cm (15 3/16 x 10 7/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Galleria d'arte Bentivegna, Montecatini Terme.

Acquired from the above.



47

EGISTO FERRONI (ITALIAN, 1835-1912)

The reed boat

oil on panel

45 x 26.5cm (17 11/16 x 10 7/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Galleria d'arte La Stanzina, Florence.

Acquired from the above.

TELEMACO SIGNORINI (ITALIAN, 1835-1901)

Campagna dell'Arno
signed 'TSignorini.' (lower left)
oil on canvas
25 x 51cm (9 13/16 x 20 1/16in).
Painted circa 1895

£50,000 - 70,000

€57,000 - 80,000

US\$70,000 - 99,000

Provenance

Giuliano Matteucci, Viareggio.
Acquired from the above.

Archiving certificate no. 412600 released by the *Istituto Matteucci* on July 29, 2017.



Telemaco Signorini, *The Arno*, 1866, oil on canvas, De Agostini Picture Library / De Agostini Picture Library / Bardazzi / © Bridgeman Images

Born into a wealthy family in Florence in 1835, Telemaco Signorini is often described as fundamental to the development of the Macchiaioli.

In 1855, Signorini began to frequent the Caffè Michelangelo in Florence, where he met Giovanni Fattori, Silvestro Lega and other artists who together were to form this group of artists who, much like the Impressionists, looked to work outside, *en plein air*.

Signorini was a fierce patriot and after volunteering to fight in the Second Italian War of Independence, he painted military scenes which he exhibited in the early 1860s.

In 1861 he travelled to Paris where he met and became friends with a group of Italian ex patriot artists including Giuseppe de Nittis, Giovanni Boldini and Federico Zandomenighi. Upon the death of his father in 1862, he returned to Italy, and in the company of Silvestro Lega painted studies of the countryside and the working people in and around Florence. In this period, he produced some of his most famous works, such as *On the banks of the Arno in spring* and *L'alzaia (The Tow Path)*.

In the 1870s Signorini travelled frequently, both at home and further afield. In 1873 he embarked on one of several trips he was to make to Great Britain, travelling with Giuseppe de Nittis to London. He was to return in 1881 for a longer period, journeying also to Scotland. His work was well received and he exhibited both at the Royal Academy and The Grosvenor Gallery.

Towards the end of his life he taught at the 'Istituto Superiore di Belle Arte' in Florence; he died in 1901. At his best, Signorini was able to capture the natural beauty of the landscape he was portraying, as well as the character of the towns and the working people therein.

He was a passionate art critic and contributed to various periodicals, as well as being one of the first Italian artists to embrace photography as a compositional tool; he was even a well-known authority on coffee.





49

49

LEONETTO CAPPIELLO (ITALIAN, 1875-1942)

Port of Livorno
signed 'L. Cappiello' (lower right)
oil on panel
19 x 29cm (7 1/2 x 11 7/16in).

£1,200 - 1,800
€1,400 - 2,000
US\$1,700 - 2,500

Exhibited

Paris, Galeries Nationales du Grand Palais (Réunion des Musées Nationaux) *Cappiello*, 3 April - 29 June 1981, no. 1.

50

CESARE CIANI (ITALIAN, 1854-1925)

Portrait of the artist's wife, seated in the garden
bears inscription 'Cesare Ciani/ritratto /della moglie/1899/Maria Ciani'
(on the reverse)
oil on panel
34 x 25cm (13 3/8 x 9 13/16in).

£7,000 - 10,000
€8,000 - 11,000
US\$9,900 - 14,000

Exhibited

Florence, R. Galleria dell'Accademia, *Ommaggio all'arte di Cesare Ciani, mostra delle opere*, February - March 1927, no. 77, titled *Signora in giardino*.

The inscription on the reverse is in the hand of the artist's daughter Maria, confirming that the present lot is a portrait of the artist's wife.

The *Ommaggio all'arte di Cesare Ciani, mostra delle opere* was an important exhibition of 180 works held in 1927 two years after the death of the artist. It was organised by the art critic and journalist Mario Tinti and the artist Llewelyn Lloyd.





51

51

CESARE CIANI (ITALIAN, 1854-1925)

The farmer's daughter
signed and indistinctly inscribed 'Ciani' (lower right)
oil on canvas
23 x 29cm (9 1/16 x 11 7/16in).

£6,000 - 9,000

€6,800 - 10,000

US\$8,400 - 13,000

52

CESARE CIANI (ITALIAN, 1854-1925)

Portrait of a lady, half length
signed 'CCiani' (lower right)
oil on canvas
59 x 46cm (23 1/4 x 18 1/8in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400





53

CESARE CIANI (ITALIAN, 1854-1925)

Motherhood

signed 'CCiani' (lower right)

oil on panel

37 x 18cm (14 9/16 x 7 1/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,200

Exhibited

Florence, R. Galleria dell'Accademia, *Omaggio all'arte di Cesare Ciani, mostra delle opere*, February - March 1927, no. 74, titled *Donna del popolo che allatta*.



54

54

CESARE CIANI (ITALIAN, 1854-1925)

Carola

signed and dated 'CCiani/1905' (lower right); inscribed 'CAROLA' (lower left)

oil on canvas laid down on card

24 x 19cm (9 7/16 x 7 1/2in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

Provenance

Alberto Innocenti Collection, by 1944.



55

55

CESARE CIANI (ITALIAN, 1854-1925)

Portrait of a man in profile

signed 'CCiani' (lower left)

oil on canvas laid down on card

30 x 23cm (11 13/16 x 9 1/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

Exhibited

Florence, R. Galleria dell'Accademia, *Omaggio all'arte di Cesare Ciani, mostra delle opere*, February - March 1927, no. 80, titled *Ritratto in profilo*.



56

CESARE CIANI (ITALIAN, 1854-1925)

Children playing

signed and indistinctly inscribed 'Al Sig Deluca/C Ciani' (in pencil lower left)

oil on canvas

25.5 x 42.5cm (10 1/16 x 16 3/4in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000



57

57

CESARE CIANI (ITALIAN, 1854-1925)

Children by a farm cottage
signed 'CCiani' (lower left)
oil on canvas laid down on card
20.5 x 33cm (8 1/16 x 13in).

£5,000 - 7,000

€5,700 - 8,000

US\$7,000 - 9,900

58

CESARE CIANI (ITALIAN, 1854-1925)

The washing line
signed 'CCiani' (lower right)
oil on canvas laid down on card
25 x 16cm (9 13/16 x 6 5/16in).

£1,500 - 2,000

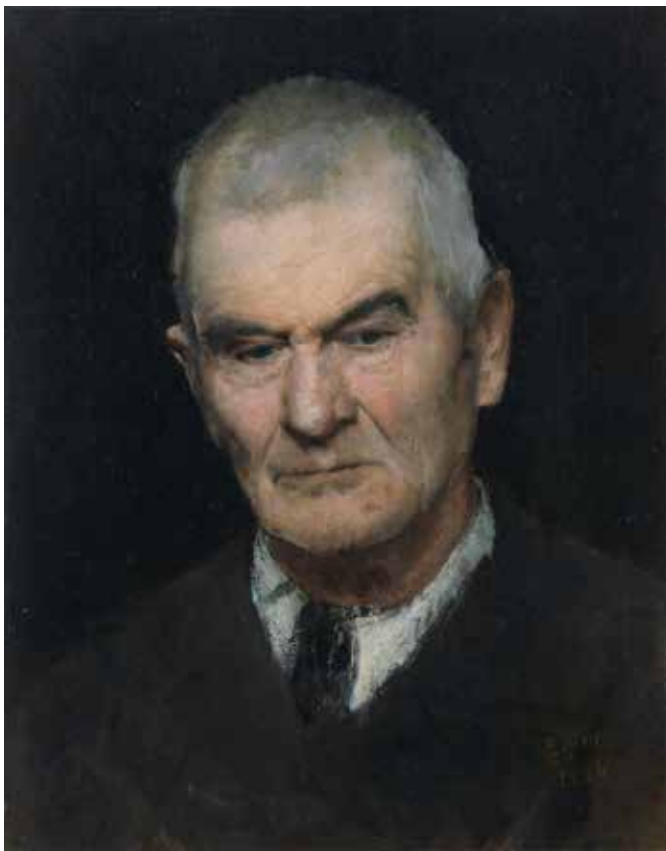
€1,700 - 2,300

US\$2,100 - 2,800



58

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.



59

59

CESARE CIANI (ITALIAN, 1854-1925)

Portrait of a man
signed and dated 'CCiani/1887' (incised lower right)
oil on canvas
38 x 30cm (14 15/16 x 11 13/16in).

£2,000 - 3,000
€2,300 - 3,400
US\$2,800 - 4,200

Provenance

Attilio Vallecchi, Florence.
Galleria d'arte Vitelli, Genoa.
Giovanni Mazzoni, Florence.

Exhibited

Rome, *Mostra del Centenario della Societa Amatori e Cultori di Belle Arti in Roma, Mostra dell'Ottocento*.
Florence, R. Galleria dell'Accademia, *Omaggio all'arte di Cesare Ciani, mostra delle opere*, February - March 1927, no. 95, titled *Testa di vecchio*.



60

60

CESARE CIANI (ITALIAN, 1854-1925)

A welcome break
signed 'Ciani' (lower right)
oil on canvas
29.5 x 22.5cm (11 5/8 x 8 7/8in).

£4,000 - 6,000
€4,500 - 6,800
US\$5,600 - 8,400



The following two paintings are to be sold on behalf of the Fondazione Boris Christoff. Born in Plovdiv, Bulgaria, on 18 May 1914, to a family of Macedonian origins, Boris Christoff went on to be one of the most celebrated basses of the 20th Century. He studied law at the university in Sofia and went on to begin a career as a magistrate. It is said that he first became aware of the power of his voice when he heard its echo during a solitary walk in the mountains.

During the Second World War, in January 1942, he was asked to sing as a soloist with the Choir of the Royal Chapel for the annual dinner for the armed forces. Attended by Boris III, the king is said to have remarked 'It is important to have good magistrates but in Bulgaria we have plenty of them. Good singers, however, are very rare. If you want to be really useful to our country, you should turn to singing and forsake tribunals'.

Christoff continued to sing all over Europe until aged 50, when he had to have surgery for a brain tumour. He resumed his career but at a slower pace, choosing to sing only five or six operas a year and spending more time at his homes in Italy, including his 16th century villa at Buggiano, near Montecatini which he begins to fill with paintings, antiques and books, of which he was an avid collector in particular, amassing a library of 15,000 volumes.

His later years are spent teaching at the Accademia Nazionale di Santa Cecilia. He brought his career to an end with a final concert at the Accademia di Bulgaria in Rome on 22 June 1986. He died in that city on 28 June 1993 and his body was returned to Bulgaria, where he was given a state funeral and buried in Sofia's Alexander Nevsky Cathedral.



61

ARMANDO SPADINI (ITALIAN, 1883-1925)

Self-portrait holding a peacock feather

oil on board

52 x 35cm (20 1/2 x 13 3/4in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000

Born in Florence, Armando Spadini was initially trained as a ceramicist, before attending the Accademia di Belle Arti di Firenze, where among his contemporaries were the artist and poet Ardengo Soffici. Moving to Rome in 1910, Spadini specialised in portraits and city views, contributing to the four Roman Secession exhibitions between 1913-1916.

In 1924, the year before Spadini's death, the Venice Biennale devoted an entire room to his work. He produced a number of self-portraits and his work is represented in a number of public galleries, including the Galleria d'arte moderna in Milan, the Galleria civica d'arte moderna e contemporanea in Turino, and the Museo Civico in Mantova.



62

GEROLAMO INDUNO (ITALIAN, 1827-1890)

Portrait of a boy wearing a red cap
signed and dated 'G.Induno 1860' (lower right)
oil on canvas
52 x 35cm (20 1/2 x 13 3/4in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000

OTHER PROPERTIES

63

JOHAN LAURENTZ JENSEN (DANISH, 1800-1856)

Chattering Lory on a branch

signed and dated 'J. L. Jensen 1841.' (to the branch centre left)

oil on panel

41.5 x 30cm (16 5/16 x 11 13/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Johan Laurenz Jensen was best known for his flower paintings. He began studying at the Danish Royal Academy at the young age of fourteen and later in Paris he studied under Gerard and Cornelis van Spaendonck. His attention to detail was honed at the porcelain factory in Sèvres and he later became head artist at the Danish Porcelain Factory.

His detailed, balanced and accurate flower paintings revived the practice of still-life art in Denmark. He favoured roses, dahlias, peonies as well as wild flowers painted in the countryside at Gentoft and in the 1840s his works included exotic fruits and birds.

The present lot, painted in 1841, depicts the Chattering Lory, a parrot mostly found in the forest areas of north Maluku, Indonesia. Vibrant reds and greens, so characteristic of the Lory, are expertly depicted by Jensen and the decorative branch it proudly sits on lends balance and elegance to the composition.



WILLIAM POWELL FRITH, RA (BRITISH, 1819-1909)Scene from *The Vicar of Wakefield*

'The intervals between conversations were employed in teaching my daughters piquet; or sometimes in setting my two little ones to box, to make them *sharp*, as he (the Squire) called it.'

signed and dated 'W. P Frith 1876' (lower left)

oil on canvas

91.5 x 143cm (36 x 56 5/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

E. Stacy-Marks Ltd., Eastbourne.

Private collection, UK.

Exhibited

London, Royal Academy, 1876, no. 250.

The Vicar of Wakefield, Oliver Goldsmith's novel, was the most popular 18th century novel of the Victorian age, written as a 'fictitious memoir' with a riveting story line of riches to rags and back again. Frith had a particular liking for the novel himself as he painted at least three scenes from it, all of them exhibited at the RA in the years 1841, 1842 and 1876. He often painted happy family scenes throughout his career, which is ironic given the duplicitous nature of his marital state; Frith had two families, one with his wife and one with his mistress, and a brood of children with each of them. By 1876 Frith was firmly established as the most successful painter of his generation, and just the year before he painted this scene his painting *Before Dinner at Boswell's Lodgings*, 1868, achieved the highest auction price to date for a living artist.

We are grateful to Jane Sellars Curator of Cultural Services Harrogate Museum and Arts for her assistance in cataloguing this lot.





65

ALFRED DE BRÉANSKI SNR (BRITISH, 1852-1928)

An Aberdeenshire Valley

signed 'Alfred. de Bréanski' (lower right); signed and inscribed "'An Aberdeenshire Valley"/Alfred de Bréanski. Senr' (on the reverse)

oil on canvas

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

£5,000 - 7,000

€5,700 - 8,000

US\$7,000 - 9,900

Provenance

Private collection, Ireland.



66

JOHN WRIGHT OAKES (BRITISH, 1820-1887)

The Fallow Field

'The building rook 'ill caw from the windy tall elm tree,
And the tufted plover pipe along the fallow lea.'

signed and dated 'JWOakes/75' (lower left)

oil on canvas

123 x 167.5cm (48 7/16 x 65 15/16in).

£5,000 - 7,000

€5,700 - 8,000

US\$7,000 - 9,900

Provenance

Private collection, The Netherlands.

Exhibited

London, Royal Academy, 1875, no. 481.

John Wright Oakes was born in Cheshire and studied in Liverpool, exhibiting at the Liverpool Academy from 1839. He began to paint from nature and when he moved to London in 1859, he was associated with the Pre-Raphaelite movement. Later his large landscapes of Wales and northern England, were more closely aligned with the works of George Vicat Cole and Benjamin Williams Leader. Oakes achieved considerable success, as well as exhibiting in Glasgow, Liverpool and Manchester, he also exhibited 90 paintings at the Royal Academy, 28 at the British Institute and 11 at the Royal Society of British Artists. He was made an Associate of the Royal Academy in 1876, a year after the present lot was exhibited.

A review of the Royal Academy show from 1875 read as follows, 'After speaking of a work, clever, but dull and sad as a subject, it was said, "Let us get into the open, and breathe a less tainted atmosphere. Here we are, happily, in *The Fallow Field* of J. W. Oakes, one of the best landscapes he ever painted, and one of the best, too, in the present exhibition. The fallow field runs down to a piece of water in the middle distance, which is dominated in the distance by low, pleasant hills"... The freshness of the spring-time was never better expressed on canvas...Mr. Oakes is all brightness and crispness."¹

The Fallow Field is both haunting and poetic. The ploughed field leads the viewer's gaze into the scene and is flanked by detailed foliage to the right and tall elm trees on the left. Oakes' association with the Pre-Raphaelite society and his interest in working outdoors, is evident in this large oil, celebrating the glory of nature.

¹James Dafforne, *British Painters, John Wright Oakes, A.R.A.*, 'The Art Journal', vol V, 1879, p. 324.



67 ^{AR}

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

The Chelsea Pensioner

signed 'C. SPENCELAYH' (lower right)

oil on canvas

61 x 40.6cm (24 x 16in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000



68

RALPH HEDLEY (BRITISH, 1848-1913)

Real antique

signed and dated 'R. Hedley 1902' (lower left)

oil on canvas

129.5 x 98cm (51 x 38 9/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Commander B.H. Dunn (Royal Navy) Collection, UK.

Anon. sale, Bonhams, London, 21 March 2006, lot 90.

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

Exhibited

Newcastle, Laing Art Gallery, *Ralph Hedley: Tyneside Painter*, October 1990 - February 1991.

Literature

John Millard, *Ralph Hedley: Tyneside Painter*, Tyne and Wear Museums, 1990, p. 105.



69

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Crossing the ford

signed and dated 'S R Percy. 1877.' (lower left)

oil on canvas

61 x 96.5cm (24 x 38in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Mandell's Gallery, Norwich.

Private collection, UK.



70

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Glen Falloch

signed and dated 'SRPercy/1878' (lower centre)

oil on canvas

60.9 x 96.5cm (24 x 38in).

£12,000 - 18,000

€14,000 - 20,000

US\$17,000 - 25,000

Provenance

Fine Art of Oakham Ltd., Rutland.

Private collection, UK.



71

CHARLES TATTERSHALL DODD (BRITISH, 1815-1878)

The Upper Pantiles, Tunbridge Wells
signed 'C.T. Dodd.' (lower left); indistinctly signed, inscribed with title
and artist's address 'CT Dodd/6 Calverley Road/Tunbridge Wells' (on
the reverse)

oil on canvas

57 x 76.2cm (22 7/16 x 30in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400

The Upper Walk of The Pantiles, Tunbridge Wells, which is the subject of the present lot, was laid out in the 17th century. It formed a promenade along which fashionable company could disport themselves after taking the health-giving waters from the spa's chalybeate spring, during the summer season.

The pantiles reached its heyday during Georgian times, when the celebrated Beau Nash was Master of Ceremonies, presiding over the Great Gaming Rooms that were situated to the left of the double-glazed building in the picture. In course of time, many of the buildings have been altered, or replaced on their original footprint, although the scene generally remains very recognisable, with the colonnade along one side and the line of shady trees on the other. By the time Tattershall Dodd produced this picture in the early 1860s, (he was

living at 6 Calverley Parade from 1861 - 1866), Tunbridge Wells had developed from a fashionable seasonal spa into a sizeable residential town, and it may well be that a number of the characters portrayed in the painting would have been local residents, rather than visitors from further afield.

Charles Tattershall Dodd (Senior) lived for most of his life in Tunbridge Wells, and was the town's foremost Victorian artist. He exhibited local and Welsh scenes at the British Institution from 1830 and at the Royal Academy in 1840 and 1850, his landscapes being in the Constable tradition.

Tattershall Dodd was also Drawing Master at Tonbridge School for some forty years and, in 1864, he was appointed to give a course of instruction in drawing to their Royal Highnesses the Princess Amelia d'Orleans and Princess Christina d'Orleans, grand-daughters of Louis-Philippe, the last king of France.

We are grateful to Dr Philip Whitbourn, O.B.E. for his assistance in cataloguing this lot.



72

WILLIAM LOGSDAIL (BRITISH, 1859-1944)

The Porch, The University Church of St Mary the Virgin, Oxford
signed 'W. Logsdail' (lower right)
oil on canvasboard
40.6 x 30.5cm (16 x 12in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,200 - 7,000

Provenance

Private collection, UK.

Exhibited

London, The New Gallery, *Summer Exhibition*, 1909.

The University Church of St Mary the Virgin is located on the north side of the High Street in Oxford, and is the centre from which the University of Oxford grew. The oldest part of the church is the tower built in 1280.

Depicted in the present lot is the baroque porch, designed by Nicholas Stone in the early 17th century. Highly ornate, it frames a niche with a statue of the Virgin and Child. The wrought iron gates are early 18th century.

Logsdail was born in the Close of Lincoln Cathedral where his father was a verger. He was initially talented at architecture however with the encouragement of Edward R. Taylor, he committed to painting, although he often returned to architectural subjects. He exhibited at the Royal Academy, the Royal Society of British Artists, the Grosvenor Gallery and as a label on the reverse of the present lot indicates, the New Gallery, London.



73 AR

HERBERT ARNOULD OLIVIER (BRITISH, 1861-1952)

In bloom

signed and indistinctly dated 'H A Olivier/1904' (lower left); signed with initials and dated 'HAO/1904' (on the reverse)

oil on canvas

153.4 x 101.6cm (60 3/8 x 40in).

£12,000 - 18,000

€14,000 - 20,000

US\$17,000 - 25,000



74

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

Girls beside a cottage gate

signed with monogram (lower left)

watercolour heightened with touches of white

23.5 x 35.5cm (9 1/4 x 14in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400

75

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

Stesicrate

signed and dated 'J.W.GODWARD./1914.' (upper right); signed, inscribed and dated "'STESICRATE"/J.W.GODWARD./ROME. 1914.' (on the reverse)

oil on canvas

50 x 40.5cm (19 11/16 x 15 15/16in).

£60,000 - 80,000

€68,000 - 91,000

US\$84,000 - 110,000

We are grateful to Dr. Vern Swanson for his assistance in cataloguing this lot, which will be included in his forthcoming John William Godward catalogue raisonné currently in preparation.

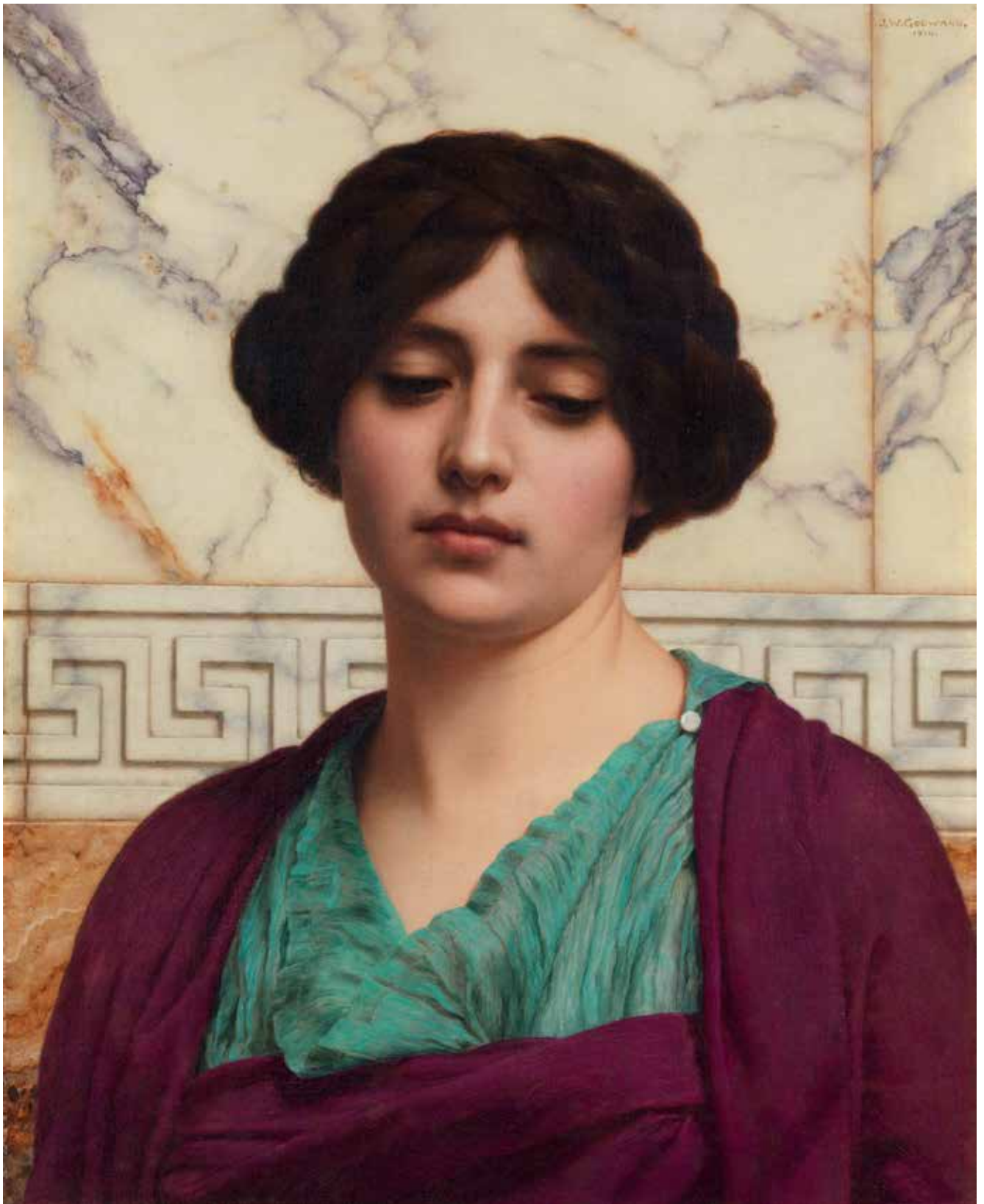
Provenance

Anon. sale, Christie's, London, 9 December 1998, lot 235.

Anon. sale, Christie's, London, 4 November 1999, lot 153.

Private collection, UK.

One of the most sensitive of Godward's bust-length portraits of classical women, *Stesicrate* radiates a quiet beauty. The background marble is tenderly coloured and veined, with a band of carved fretwork across it. The muted complimentary hues of her turquoise tunic and deep maroon toga tightly drawn around her, gives ample contrast to the setting. The black-haired beauty's down-cast eyes give subtle emotional thrust to the composition. In all, the present lot is a faultless example of Godward's perfect pitch in value, colour and sentiment.



76

HANS ANDERSEN BREDEKILDE (DANISH, 1857-1942)

Foraar (Spring)

signed with monogram and dated '96' (lower left)

oil on canvas

107 x 155.2cm (42 1/8 x 61 1/8in).

£18,000 - 25,000

€20,000 - 28,000

US\$25,000 - 35,000

Exhibited

Copenhagen, Kunsthal Charlottenborg, 1897, no. 57.

Aalborg, Kunsten Museum of Modern Art, January 2013 – November 2017 (on loan).

Hans Andersen Brendekilde was originally apprenticed to a sculptor, before studying at the Royal Danish Academy of Arts in Copenhagen. Born Hans Andersen, the artist took the added name of Brendekilde, the place of his birth, to avoid confusion with his contemporary Laurits Andersen, who also adopted the surname Ring after his home town.

Brendekilde's early works call to mind the social realist style popular in much of Europe in the late 19th century, works such as *In the field* (1887) and *Worn Out* (1889) highlighting the hardship of rural farm workers. His later style, exemplified by the present lot, portrays a more idealised version of country life.





77

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Cabeza de anciano

signed and dated 'J SoRolla/82' (centre right)

oil on canvas, unframed

58 x 48.7cm (22 13/16 x 19 3/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

We are grateful to Blanca Pons-Sorolla for confirming the attribution to Joaquín Sorolla. The work is included in Blanca Pons-Sorolla's catalogue under inventory number BPS 363.

Provenance

Antonio García Peris Collection, Valencia.

Müller Collection, thence by descent.

Literature

Bernardino de Pantorba, *La vida y la obra de Joaquín Sorolla*, Madrid, second edition, 1970, no. 1128, p. 172.





Fig 1 Sorolla's studio in Pasaje de la Alhambra

78

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Study for *La vuelta de la pesca*

signed 'J. Sorolla Bastida' (lower right)

oil on canvas

66.3 x 45.5cm (26 1/8 x 17 15/16in).

£300,000 - 400,000

€340,000 - 450,000

US\$420,000 - 560,000

We are grateful to Blanca Pons-Sorolla for confirming the attribution to Joaquín Sorolla. The work is included in Blanca Pons-Sorolla's catalogue under inventory number BPS 722 / PANTORBA 1291.

Provenance

A gift from the artist to Doctor Luis Soler y Soto, post 1900.

Bequeathed by the above to his son Luis Soler Puchol.

Gifted by the above to his godson, the present owner.

Exhibited

Madrid, Casón del Buen Retiro, *Joaquín Sorolla. Primer centenario de su nacimiento (1863-1923)*, 22 April - 30 June 1963, no. 13, lent by Luis Soler Puchol.

Literature

Bernardino de Pantorba, *La vida y la obra de Joaquín Sorolla, estudio biográfico y crítico*, Madrid, 1953, no. 1291.

José Luis Díez and Javier Barón, *Joaquín Sorolla 1863-1923*, Madrid, 2009, pp. 236 and 241, footnote 16, listing this work and pl. 189, illustrating a photograph of Sorolla's studio in Pasaje de la Alhambra, circa 1900, showing the present oil hanging on the extreme left (fig. 1).





Fig 2 Joaquín Sorolla y Bastida, *Retour de pêche, halage de la barque*, RF948, musée d'Orsay,
Photo © RMN-Grand Palais (musée d'Orsay)/Gérard Blot/Hervé Lewandowski

Painted during the summer of 1894 at Valencia, the present work is one of sixteen known studies for Joaquín Sorolla's celebrated oil *La vuelta de la pesca* (Musée d'Orsay, Paris; 265 x 325cm. fig. 2), which he executed that year specifically for the Paris Salon of 1895. When the latter was exhibited at the Salon under the title *Retour de la pêche: haulage de la barque*, it received resounding praise, so much so that it was awarded a second class gold medal, the highest accolade for a foreign artist, and soon after was bought by the French State to hang in the Musée du Luxembourg (fig. 3). *La vuelta de la pesca* not only marked Sorolla's first international success but consolidated his reputation in Spain. At the same time, it defined a watershed in his art that heralded the onset of his mature style, a view that Sorolla reflected upon in a letter written in 1912 to his biographer Rodolfo Gil: 'How long did it take me to form my style? Twenty years! ... Until my painting in the Luxembourg [*La vuelta de la pesca*], the ideal I was pursuing had not unfolded before me in all its breath' (quoted by Rodolfo Gil in *Joaquín Sorolla*, 1913, p. 29)

Sorolla was not the only one to recognise the oil's importance within his *oeuvre*. Among later commentators, Marqués de Lozoya (in *Catálogo de la Exposición Sorolla. Su obra en el Arte Español y sus obras en la Argentina*, Buenos Aires, 1942) noted: 'There is a moment in every artist's career which usually follows many years of strenuous effort, in which experiences are accumulated in an intuition of marvellous clarity; the artist's vision becomes precise and clear; the paths that lead to success are firmly perceived and easily and happily pursued, without any effort at all... For Sorolla this moment arrived with his first beach scenes: *La vuelta de la pesca* (1894) and *Pescadores Valencianos* (1895) ... These paintings do not resemble any of those he had painted before and in all of them we find the vigour of the best of Spanish painting.'

La vuelta de la pesca is a symphony of light and shadow, where the dazzling heat of the Spanish sun is shown to brilliant effect. Sorolla was inspired to paint the scene after observing the local fisherman at work at El Cabañal beach in Valencia. At the centre is a fishing boat being hauled through the shallows by a pair of yoked oxen; seated upon the right hand one is a drover – the subject of the present study – who, deep in concentration, skilfully steers the oxen to shore. To their left is a fishing vessel; two fishermen remain in the boat, two others stand knee-deep in the sea while above them the canvas is dominated by a billowing white lateen sail.

Sorolla's naturalistic depiction of an everyday scene takes on epic proportions that echo Théodore Géricault's *The Raft of the Medusa* (1818-19; Musée du Louvre). The composition is arranged along strong diagonal lines, principally formed from the boat, the oxen and sail, while the drover, and to a lesser extent the standing fisherman in the left foreground, provide contrasting verticals that act as a visual anchor to the whole. The drover therefore plays a key position within the composition, emphasised by his form being silhouetted against the uninterrupted blues of the sea and sky. Interestingly this study shows how Sorolla had previously considered a higher horizon which he then lowered in the finished oil. The result was to place even greater emphasis on the drover.



Fig 4 Return from fishing, a late 19th century silver gelatine photograph

In the Museo Sorolla, Madrid, are several contemporary photographs of boats being towed onto the shore by a pair of oxen; as here one is ridden by a drover (illustrated in Diez and Barón, op. cit., p. 235; fig. 4). Whilst useful *aides-memoir*, when it came to executing the finished oil, Sorolla principally relied upon the series of studies he made at El Cabañal. Such a study as this demonstrates the painstaking care he took in capturing the effects of the hot Valencian sun. Working upon a ready primed canvas, he has applied fluid paint to achieve a striking luminosity, using for instance rich sweeps of white and pale turquoise around the drover's hat to denote the bleached sky and similarly so to capture glints of light upon the water below. In between is a stronger blue line to mark the horizon. Elsewhere he introduces soft pinks and oranges to bring life to the drover's white shirt sleeves. In contrast, his face is shaded by a broad brimmed hat so that his distinctive profile is clearly defined against the much lighter backdrop. Below the seated figure one can see the head and horns of the right-hand ox, while in the upper right-hand corner is a rudimentary sketch for the rump of an oxen – a reflection of Sorolla's passion for depicting this noble beast.

Studies for Sorolla's masterpiece are of great importance and are considered finished works in their own right. Among those in public collections is another oil from 1894 showing the drover as well as the ox's head and neck (Museo Nacional de Belles Artes de Cuba, Havana: 67.5 x 47cm), while two studies for the oxen, one of the left-hand ox and the other of both oxen, are respectively in the Circulo de Bellas Artes, Valencia and the Museo Sorolla, Madrid. The artist also gave some of his studies to his friends; included is one of the two oxen in the water, which he gifted to Pedro Gil (now in a private collection). Likewise, Sorolla gave the present study to another of his close friends, Doctor Luis Soler y Soto who belonged to the

same medical circle that Sorolla befriended. It is unclear whether the artist gave the study to his friend to mark a special occasion or offered it in gratitude for Soler's work as a gynaecologist. The latter then bequeathed this oil to his son, the diplomat and ambassador Luis Soler Puchol. In turn he gave it to his godson and thus since its creation, this study has remained in private hands.

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



Fig 3 *La vuelta de la pesca* on the end wall of one of the rooms at the Musée du Luxembourg, Paris



79

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

Mr Stott's favourite dogs

oil on panel

46 x 61cm (18 1/8 x 24in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000

We are grateful to Richard Ormond for confirming the attribution to Sir Edwin Henry Landseer on first hand inspection.

Provenance

Private collection, UK.

The present lot is accompanied by a letter dated 29 August 1884 from Christie's, Manson Wood, 8 King Street. The letter reads that the present lot of dogs by Sir (Edwin) Landseer was the property of J. Gibson Stott Esq., and was amongst the pictures and sketches sold by Christie's after Landseer's death. According to the letter the present lot was not offered at the sale but returned to Mr. Stott, and the dogs depicted in the work belonged to him.

This may relate to Gibson Stott Esq who was former Captain of the 92nd Regiment and married Anna Maria Macdonell of Glengarry (d. 1903).





i



ii



iii

80

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Set of six studies of Owls

i Snowy Owl

signed with initials 'A.T.' (lower left); bears inscription '6. Snowy Owl/
Nyctea Scandiaca/Lilford Aviaries/from Scandinavia' (lower right)
watercolour and bodycolour over traces of pencil
19.5 x 28cm (7 11/16 x 11in). (sheet)

ii Wood Owl

bears inscription 'Wood-Owl' (lower left)
watercolour over traces of pencil
20 x 19.5cm (7 7/8 x 7 11/16in). (sheet)

iii Snowy Owl

bears inscription '2. Snowy Owl/Nyctea Scandiaca/Lilford Aviaries/
from Scandinavia' (lower right)
watercolour and bodycolour over traces of pencil
20 x 25.5cm (7 7/8 x 10 1/16in). (sheet)

iv Lapp Owl

signed with initials in pencil 'A.T.' (lower right); bears inscription 'Lapp
Owl' (lower left)
watercolour and bodycolour over traces of pencil
20 x 18.5cm (7 7/8 x 7 5/16in). (sheet)



v Short-eared Owl
bears inscription 'Short-eared Owl/Asio brachyotus/Lilford Aviaries/
England' (lower right)
watercolour and bodycolour over pencil
19 x 24cm (7 1/2 x 9 7/16in).(sheet)

vi Barn Owl
watercolour and bodycolour over pencil
20 x 19cm (7 7/8 x 7 1/2in).(sheet)

Overall size, framed as one 28 x 144cm (11 x 56 11/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Many of the studies in the present and following lot, were drawn from owls in Lord Lilford's aviaries. For instance, the study of Ural Owl, Snowy Owl and Short-eared Owl. Lord Lilford had one of the largest private zoological collections of birds and as a longtime friend of the artist, Thorburn was a regular visitor to the aviaries with his sketchbook.

Lord Lilford was president of the British Ornithologists Union and wrote two notably books that Thorburn illustrated *Coloured figures of the birds of the British Islands*, London, 1885-97, seven volumes and *Notes on the birds of Northamptonshire and neighbourhood*, London, 1895, two volumes.



iv



v



vi



i



ii



iii

81

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Set of six studies of Owls

i Long-eared Owl

signed 'A. Thorburn' (lower right)

watercolour and bodycolour over traces of pencil

21 x 20.5cm (8 1/4 x 8 1/16in).(sheet)

ii Ural Owl

signed with initials in pencil 'A. T.' (lower right); bears inscription 'Ural Owl/...uralensis/Lilford Av./from Russia' (lower right)

watercolour and bodycolour over traces of pencil

19.5 x 24cm (7 11/16 x 9 7/16in).(sheet)

iii Tawny Owl

watercolour and bodycolour over traces of pencil

20.5 x 20cm (8 1/16 x 7 7/8in).(sheet)



iv Snowy Owl
signed with initials 'A. T.' (lower left)
watercolour and bodycolour over traces of pencil
20 x 24.5cm (7 7/8 x 9 5/8in).(sheet)



iv

v Tawny Owl
bears inscription '...Owl/Aviaries' (lower left)
watercolour and bodycolour over traces of pencil
20.5 x 19cm (8 1/16 x 7 1/2in).(sheet)



v

vi Snowy Owl
inscribed 'Snowy Owl/Nyctea scandiaca/Lilford Aviaries' (lower left)
watercolour and bodycolour over traces of pencil
18.5 x 27.5cm (7 5/16 x 10 13/16in).(sheet)



vi

Overall size, framed as one 28 x 144cm (11 x 56 11/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

82

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A woodcock in the snow

signed and dated 'Archibald Thorburn/1905' (lower left)

watercolour and bodycolour

28 x 38.1cm (11 x 15in).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000





83

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Blackcock and hen

signed and dated 'Archibald Thorburn/1909' (lower right)

watercolour and bodycolour

18.5 x 27.5cm (7 5/16 x 10 13/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Richard Green Gallery, London.

Private collection, UK.



84

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Cock and Hen Pheasant
signed 'A. Thorburn' (lower left)
watercolour and bodycolour
16.5 x 25.4cm (6 1/2 x 10in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,900 - 14,000

Provenance

The Moorland Gallery Ltd., London.
Private collection, UK.

Literature

Lord Lilford, *Coloured figures of the birds of the British Islands*,
London, 1885-1897, vol. IV, plate 50 (illustrated p. 115).



85



86

85

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A woodcock resting
signed 'A. Thorburn' (lower left)
watercolour heightened with white
15.9 x 24.1cm (6 1/4 x 9 1/2in).

£4,000 - 6,000
€4,500 - 6,800
US\$5,600 - 8,400

Provenance

Richard Green Gallery, London.
Private collection, UK.

86

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Pectoral Sandpiper
signed 'A. Thorburn' (lower left)
watercolour heightened with white
17.5 x 24.8cm (6 7/8 x 9 3/4in).

£3,000 - 5,000
€3,400 - 5,700
US\$4,200 - 7,000

Provenance

The Moorland Gallery Ltd., London.
Private collection, UK.

Literature

Lord Lilford, *Coloured figures of the birds of the British Islands*,
London, 1885-1897, vol. V, plate 31 (illustrated p. 76).



87

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Partridge and a goldfinch in a winter landscape
signed and dated 'Archibald Thorburn 1903' (lower left)
watercolour and bodycolour
17.8 x 26.3cm (7 x 10 3/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Anon. sale, Christie's, London, 22 May 1990, lot 213.
Private collection, UK.



88

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Mallard

signed and dated 'Archibald Thorburn. 1910.' (lower left)

watercolour and bodycolour

27.5 x 18.5cm (10 13/16 x 7 5/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400

Provenance

Richard Green Gallery, London.

Private collection, UK.



89

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Ghosts of the twilight

signed 'A. Thorburn' (lower left); bears inscription "'Ghosts of the twilight'/(Woodcock approaching their feeding ground)" (on the reverse)

gouache

56.5 x 38.1cm (22 1/4 x 15in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

The Tryon Gallery, London.

Private collection, UK.

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.



90



91

90 AR

EDGAR HUNT (BRITISH, 1876-1953)

A goat and her kids with a cockerel and hens
signed and dated 'E Hunt 1931' (lower left)

oil on canvas

30.5 x 40.6cm (12 x 16in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,200 - 7,000

Provenance

Burlington Paintings, London.
Private collection, UK.

91 AR

EDGAR HUNT (BRITISH, 1876-1953)

Birds of a feather
signed and dated 'E Hunt 1927' (lower right)

oil on canvas

28.5 x 38.5cm (11 1/4 x 15 3/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,200 - 7,000

Provenance

Burlington Paintings, London.
Private collection, UK.



92 AR

EDGAR HUNT (BRITISH, 1876-1953)

A cockerel, hens and chicks by a pail; A cockerel, hens and chicks by a kennel
a pair, both signed and dated 'E Hunt 1938' (one lower left, the other lower right)

oil on canvas

each 20.3 x 27.9cm (8 x 11in)

(2)

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Burlington Paintings, London.

Private collection, UK (acquired from the above).



93 AR

EDGAR HUNT (BRITISH, 1876-1953)

Farmyard gathering
signed and dated 'E Hunt 1925' (lower right)
oil on canvas
50.8 x 77cm (20 x 30 5/16in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000

Provenance

Richard Green Gallery, London.
Private collection, UK.



94

WALTER HUNT (BRITISH, 1861-1941)

More frightened than hurt

signed and indistinctly dated 'W. Hunt 1888' (lower right)

oil on canvas

77 x 105cm (30 5/16 x 41 5/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Provenance

Private collection, UK.



95

WALTER HUNT (BRITISH, 1861-1941)

An intruder

signed and dated 'W HUNT/1905' (lower left)

oil on canvas

50.8 x 76.2cm (20 x 30in).

£6,000 - 8,000

€6,800 - 9,100

US\$8,400 - 11,000

Provenance

Weston Gallery, Norfolk.

Private collection, UK.



96

WALTER HUNT (BRITISH, 1861-1941)

Divided affection

signed and dated 'W. Hunt. 96' (lower left)

oil on canvas

106.7 x 76.8cm (42 x 30 1/4in).

£15,000 - 25,000

€17,000 - 28,000

US\$21,000 - 35,000

Provenance

Richard Green Gallery, London.

Private collection, UK.

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Liverpool docks by moonlight
 signed 'Atkinson Grimshaw' and inscribed with symbol (lower right)
 oil on canvas
 30.5 x 46cm (12 x 18 1/8in).

£80,000 - 120,000

€91,000 - 140,000

US\$110,000 - 170,000

Provenance

Owen Edgar Gallery, London.
 Private collection, UK (acquired from the above 19 October 1983).
 Thence by descent.

In the latter part of his career, Atkinson Grimshaw's production of dockside views was prolific; while Grimshaw also painted the docks in Hull and the Clyde, Liverpool remained a favourite location for the artist and one that he returned to many times. These scenes allow the artist to show off his mastery in creating atmospheric moonlit compositions.

As Alexander Robertson observes 'it was well recognised by his contemporaries that these views were not just topographical, but fitted in with the literary mood of the times, turning what was potentially squalid into art'.¹

For such a prolific and successful artist, it is perhaps unusual that Grimshaw exhibited only a small handful of works at the Royal Academy; one of these submissions, entitled *Salthouse Dock, Liverpool* (RA 1885, no. 575) was reviewed by one critic as 'something akin to poetry'.² Critical success and commercial appeal led the artist to produce several versions of the scene, often with subtle compositional differences, in the last ten years of his life.

¹ Alexander Robertson, *Atkinson Grimshaw*, London, 1988, p. 73

² Robertson, 1988, p. 73.



98

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Liverpool lights, Salthouse Docks

signed and dated 'Atkinson Grimshaw T.6.92.' (lower left)

oil on canvas

31 x 46cm (12 3/16 x 18 1/8in).

£80,000 - 120,000

€91,000 - 140,000

US\$110,000 - 170,000

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

Provenance

W. H. Patterson, London.

Private collection, UK.

In the present lot, painted from the opposite perspective as lot 97, streetlamps twinkle over wet streets populated with elegant figures, as an omnibus works its way along the cobbled road. Light from the fishmonger's shop window spills onto the pavement, beyond which the neo-classical facade of the famous Custom's House. By contrast, the fine detail of the rigged tall ships and the outlines of the buildings is picked out in black.

A number of very similar compositions to the present lot are represented in public collections, for example *Liverpool Quay by Moonlight* (1887, Tate Britain, London), *Liverpool Docks by Night* (1892, Walker Art Gallery, Liverpool) and *Liverpool Docks* (1892, Kirklees Museums and Galleries).



SIMON HARMON VEDDER (AMERICAN, 1866-1937)

Young Breton girl in profile

signed, inscribed, dedicated and dated 'To Mrs Whitman./-SIMON HARMON VEDDER-/ETAPLES. 1890.' (lower left)

oil on panel

46.2 x 31.5cm (18 3/16 x 12 3/8in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,200 - 7,000

Provenance

Anon. sale, Mes Bernard Jozon, Yves Rabourdin, Olivier Choppin de Janvry, Paris, 18 April 1984.

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

Simon Harmon Vedder's charming profile portrait of a peasant child fits comfortably the work of British and American expatriate art students who formed a colony at Étaples in the Pas-de-Calais in the late 1880s. Most of these young artists followed the tenets of the modern rural Naturalism practiced by Bastien-Lepage, Léon Lhermitte and Dagnan-Bouveret. By the time of Vedder's arrival in 1890, Max Bohm, Gaines Ruger Donoho, Walter Gay, Birge Harrison, Elizabeth Nourse and Eugene Vail had all spent time in the village or were currently still in residence.¹ They had been joined in 1887 by British artists such as Philip Wilson Steer, and, later in that year, by George Clausen and his brother-in-law, Alfred Webster, who were visiting the newly arrived Irish Impressionist, Frank O'Meara.

Born in Montgomery County, New York, Vedder studied at the Metropolitan Art Museum schools in New York before registering at the atelier Julian in Paris under Bouguereau and Tony Robert-Fleury in the autumn of 1887. He was also for a time, a student under Jean-Léon Gérôme at the École des Beaux Arts. During these years he met and married Eva Roos who was also a student in Paris, and by the early nineties the couple had settled in London and were developing reputations as illustrators. Both also exhibited at the Royal Academy and Vedder was among those selected for the American Section of the *Exposition Universelle* in Paris in 1900.²

Among his American *confrères* in 1890 Vedder would have found peasant profiles painted by Vail, Nourse and others. These inevitably accentuated the stoicism of the Étaples fisher folk. In Vedder's *ingenue* however, this is translated into tenderness. Yet where others might lapse into sentimentality, the young American approaches his infant sitter with all documentary instincts of a reporter. The identity of the picture's recipient, 'Mrs Whitman', remains obscure, although this could possibly be Sarah de St. Prix Wyman Whitman (1842-1904) - American stained glass artist, painter and book cover designer. In 1877, she made the first of two trips to France to study with Thomas Couture at Villiers-le-Bel and may have come across Vedder in her travels. There can be no doubt however, that the gift of *Young Breton girl in profile* brought innocent delight.

¹ See Jean-Claude Lesage, *Peintres Américains en Pas-de-Calais, La Colonie d'Étaples*, AMME Éditions, Abbeville, 2007, p. 214.

² Diane P Fisher Ed., *Paris 1900, The American School at the Universal Exhibition*, Rutgers University Press, 2000, p. 204. Vedder's portrait of the sculptor, William Goscombe John (National Museum of Wales, Cardiff) suggests that he was widely known in British artistic circles at the time.



100

**SIR WILLIAM SAMUEL HENRY LLEWELLYN, PRA, RBA, RI
(BRITISH, 1858-1941)**

Summer-time near the Sea

signed and dated 'S. LLEWELLYN'86.' (lower right)

oil on canvas

72 x 93cm (28 3/8 x 36 5/8in).

£40,000 - 60,000

€45,000 - 68,000

US\$56,000 - 84,000

Exhibited

London, New English Art Club, 1887, no. 45.

Literature

Pall Mall Gazette 'Extra', 1887, p. 89 (illustrated).

'New English Art Club', London Daily News, 5 April 1887, p. 2.

'Art in April', The Magazine of Art, 1887, p. xxv.





Fig 1 William S Llewellyn, *The Goose Girl*, 1887, 51 x 76.5 (Private collection)



Fig 2 Henry Herbert La Thangue, *Study of a Boy in a Black Hat, before a Cornfield/Standen, East Grinstead*, West Sussex, UK/National Trust Photographic Library/© Bridgeman Images

Described by *The Magazine of Art* as one of the two best landscapes in the New English Art Club exhibition of 1887, William Samuel Henry Llewellyn's *Summer-time near the Sea* was unusual for its time.¹ Successful landscape paintings shown at the Royal Academy in the mid-1880s by the likes of John Everett Millais, Benjamin Williams Leader, John MacWhirter and Peter Graham were grand romantic mountainous affairs, concocted in the studio and filled with 'gloamin' and 'mirk'. To paint a stretch of scrub land, in the open air, on a warm summer's day, with a few distant houses and nautical debris, was, in itself, somehow radical.

Such was the early reputation of the New English that works like this were only to be expected. Now in its second year, the young painters' society had proved controversial, and given that most of its members, like Llewellyn, had completed their training in Paris, it was regarded by some as more 'Anglo-French' than English. There was even a lobby that this mnemonic be included in the club's name.² What started as a group not exceeding fifty members the year before, was now expanded to eighty, and in the Wentworth Studios of Manresa Road, Chelsea, where Llewellyn worked, meetings were held with a view to going even further with a wholly 'democratic' British 'Salon' thrown open to all potential exhibitors.³ Known as the 'bigger movement', this ambitious proposal, initially by Henry Herbert La Thangue, the guide and mentor of the Chelsea colony, eventually ran out of steam as spring exhibiting season approached in 1887.⁴



Fig 3 William S Llewellyn, *Summer-time near the Sea*, 1886, watercolour, 30 x 40cm (sold in these rooms 10 November 1987, lot 1)

The expanded New English, where the present canvas was shown, was thus the standard-bearer for the avant-garde and its exhibition that year included John Singer Sargent's remarkable portrait of *Robert Louis Stevenson and his wife* (Crystal Bridges Museum, Arkansas), Theodore Roussel's controversial nude *Reading Girl* (Tate) and George Clausen's rural *Stone Pickers* (Laing Art Gallery, Newcastle Upon Tyne). The other 'best landscape' was the equally unconventional *Bow Net*, (Walker Art Gallery, Liverpool) by Thomas F Goodall. Both Goodall and Llewellyn were showing pictures painted in East Anglia and like the Newlyn and Glasgow School painters, were following the rubric of Bastien-Lepage. They had found rural retreats in which to practice the new Naturalism that was emanating from France.

In the summer of 1886, Llewellyn had gone to the village of Walberswick, one of the cradles of what soon became recognized as British Impressionism. Affectionately known as 'Wobbeswick', its popularity with artists had increased dramatically since it and neighbouring Southwold acquired their own railway stations in 1879. Here, in the summers of the mid-eighties, painters such as Philip Wilson Steer, Walter Osborne, Edward Stott, Blandford Fletcher and Frederick Brown gathered along with one or two Americans.⁵ Of the group, Llewellyn was particularly close to the etcher, Frank Short, a Walberswick regular, who also rented one of the Chelsea studios, and was well-connected in exhibiting circles. In gratitude for his support, Llewellyn presented Short with his painting of *The Goose Girl*, of that year (fig. 1).⁶

It is certainly the case that in the summer of 1886, while at Walberswick, Llewellyn crossed over to Southwold on the Blyth ferry. A surviving oil sketch reveals the steeply banked coastline with its beached craft. Here one would have found Steer at work, but at this point, the artist saw no need to adopt his comrade's more extreme experiments, and what we have is a fluent *plein air* study that echoes Constable more than Monet (see lot 100).

Radicalism as such was reserved for the present more ambitious, *Summer-time near the Sea*. Llewellyn's style at this time was described by Morley Roberts as having been '... influenced by La Thangue and the French School' from whom he 'imported the square brush method'. While being 'always extremely dextrous in technique'. 'Some', Roberts claimed, '...have said that it [ie the square brush method] is 'smart' ... implying that a picture may be too clever by half. If so, this is mostly due to [Llewellyn's] sturdy and praiseworthy resolve ... to be a master of technique first of all ...'.⁷ In order to prove Roberts's point we may compare Llewellyn's treatment of the figure in *Summer-time near the Sea* with La Thangue's 'square brush method' in *Study of a Boy in a Black Hat, before a Cornfield* (fig. 2).

As though to confirm his status, Llewellyn, this putative 'master of technique', completed a scrupulously accurate small version of the picture in watercolour (fig. 3), while providing a drawing for illustration in the *Pall Mall Gazette* 'Extra'.



Fig 4 William S Llewellyn, *Digging for Bait, Skilly*, 1888, 46 x 61 cm, (Private collection, sold Bonhams 2 March 2016)

There is no sea in *Summer-time near the Sea*, but its presence off to the right of the picture is inferred by a series rusting anchors that punctuate the middle distance. Similar nautical debris is contained in Walter Osborne's *An October Morning*, painted on the beach, not far from the present location. On the far side of the river Blyth, just beyond Llewellyn's anchors, is the harbour of neighbouring Southwold, but here, on the south side of the river the land is marshy and falls into swamps that form the flood-plain of the Blyth estuary which Llewellyn's barefoot model surveys. In common with other lads whose future was predestined, the boy wears a white fisherman's sailcloth smock, familiar in the works of Osborne and other Walberswick and Newlyn contemporaries. Even the dilapidated barrow is significant, since similar implements are found in pictures such as John Lavery's *On the Loing, An Afternoon Chat*.⁸ It is even tempting to compare the treatment of tufts of grass and foreground weeds in Lavery's work with those of *Summer-time ...* to observe a comparable spatial structuring.⁹

Such elements in themselves, qualify *Summer-time near the Sea* as a great 'thesis picture' in 1887. They were symbolically, the 'clothing' of *plein air* Naturalism, and they placed the artist at the centre of the new painting. It was only in the following year, when he toured the Cornish coast that Llewellyn closed in on Steer's more informal subject matter in the equally remarkable *Digging for Bait, Skilly* (fig. 4) where we find yet another boy clad in a fisherman's smock.

After Roskilly, Llewellyn made other trips to Cornwall, working at St Ives and Padstow, and in *Evening at Padstow* 1890 (Atkinson Art Gallery, Southport) he returned to that wistful sense of childhood reverie that was first discovered in the present canvas. He skirted Newlyn, and may have felt that, already a major force in British Art, it was now over-populated with artists.¹⁰ He also went north to Whitby where Ernest Dade, one of his other Manresa Road contemporaries worked along with members of the Staithes Group, but by the mid-nineties his London portrait practice claimed precedence, and it was for this he was primarily known in later years. Although he obtained royal approval for his state portrait of Queen Mary, he continued to paint more speculative landscapes and figure subjects, and these were essentially reserved for smaller exhibitions such as that of the Society of Twenty-five Painters. In such pictures we sometimes glimpse that supreme sensitivity which characterises *Summer-time by the Sea*, and those halcyon sunlit days of 1886 at Walberswick.

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

¹ Up until 1888, Samuel Henry William Llewellyn signed his work 'S Llewellyn'. Thereafter he adopted 'William' as his chosen soubriquet. Despite the fact that he became President of the Royal Academy in 1928 – a role he occupied for ten years – surprisingly little is known about Llewellyn's early life. Born in Cirencester, son of a moulder – a skilled tradesman – he broke with his parents to study at the Government Art Training School, South Kensington, before completing his education in Paris in the atelier Julian under Jules Lefebvre and Gabriel Ferrier. Returning to London in 1884, he rented one of the Trafalgar and Wentworth studios in Manresa Road, Chelsea, along with other Francophile students.

² Kenneth McConkey, *The New English, A History of the New English Art Club*, RA Publications, 2006, p. 29.

³ Social activities in Manresa Road included the First Carnival Ball, held in February 1887 – the forerunner of the Chelsea Arts Ball. Llewellyn was also a founder member of the Chelsea Arts Club which emanated from the studios in October 1890.

⁴ McConkey 2006, pp. 34-6.

⁵ Arthur Hoeber and Willard Leroy Metcalf worked at Walberswick in 1884 and 1885 respectively. For Metcalf, see Elizabeth de Veer and Richard Boyle, *Sunlight and Shadow, The Life and Art of Willard L Metcalf*, (Abbeville Press, New York, 1987, pp. 192-4. For a general survey, see Richard Scott, *Artists at Walberswick, East Anglian Interludes 1880-2000*, Art Dictionaries Ltd., Bristol, 2002, pp. 26-42; idem, *The Walberswick Enigma*, 1994 (exhibition catalogue, Ipswich Borough Council).

⁶ Short's etching of the pier illustrates the heavy wooden staithe used for wharf construction on the east coast of England. Llewellyn's *Goose Girl*, 1887 (fig. 1), and dedicated 'To my friend F Short', may represent Whin Hill, Southwold.

⁷ Morley Roberts, 'A Colony of Artists', *Scottish Art Review*, vol 2, 1889, p. 74. For a fuller description of 'square brush' painting see McConkey 2006, p. 32.

⁸ Boys similarly clad may also be found in the paintings of Broads-men by Henry Herbert La Thangue.

⁹ It is likely that Llewellyn was very familiar with the work of Osborne and La Thangue. However he is unlikely to have seen Lavery's *On the Loing ...* other than through photographs in 1886, since it was only exhibited in Glasgow and Paisley by this time.

¹⁰ At the same time, a superb, but unidentified *Landscape* c. 1889 (National Museum of Wales) may indicate a visit to Upper Swell in the Cotswolds, since it closely resembles later works at this location by Alfred East.



101

**SIR WILLIAM SAMUEL HENRY LLEWELLYN, PRA, RBA, RI
(BRITISH, 1858-1941)**

Southwold Beach

signed and indistinctly dated 'Llewellyn' (lower right); inscribed

'Southwold Beach' (lower left)

oil on panel

14 x 23.2cm (5 1/2 x 9 1/8in).

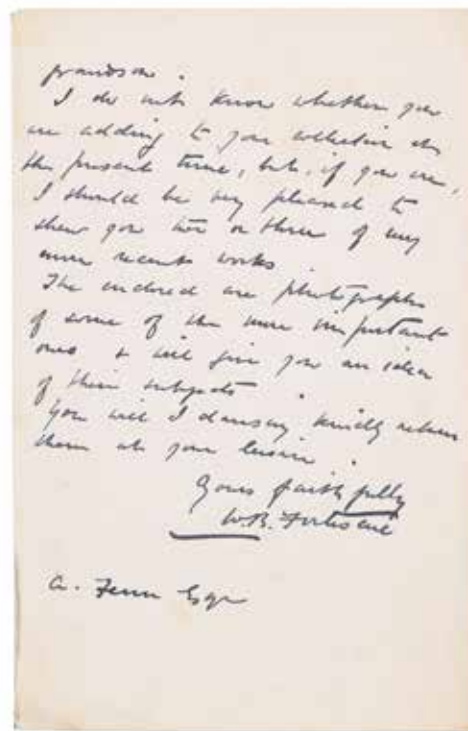
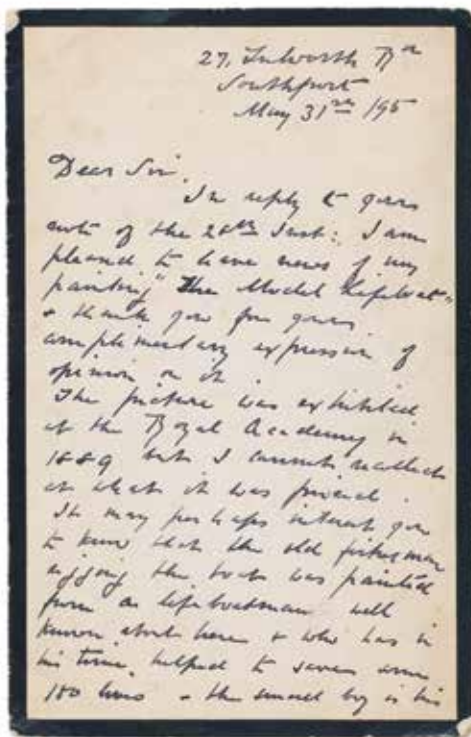
£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,200

Provenance

Private collection, UK.



102

WILLIAM BANKS FORTESCUE (ENGLISH, 1850-1924)

The model lifeboat
signed 'W.B.FORTESCUE-' (lower right)

oil on canvas

58.4 x 81.3cm (23 x 32in).

to be sold with a letter from the artist addressed to the original owner

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

The artist.

Private collection, UK (acquired directly from the above).

Thence by descent.

Exhibited

London, Royal Academy, 1889, no. 119.

William Banks Fortescue was living and working in Southport when the present lot was painted, as was common amongst many members of the Birmingham school - before they departed to a seaside destination.

According to a letter from the artist, the old fisherman depicted, rigging the boat, was painted from a life boatman who was well known. In his time he helped to save around 180 lives. The small boy next to him was his grandson.

The model lifeboat is inscribed on the side 'Sister's Memorial' and may refer to two possible lifeboats launched from Llandudno, North Wales. The first was a gift from Misses Brown of Liverpool, who were regular visitors to the seaside destination and had recently suffered the loss of their sister. On the 11th January 1861 it arrived, it was 32 feet long and powered by ten oarsmen. This was the first lifeboat in North Wales. In 1867, the Coxswain suggested a lifeboat was needed with a greater beam and the second 'Sister's Memorial' was launched. This boat served the town for 20 years.

Fortescue has depicted the lifeboat on a cart, as it would have been resting before it was launched, the cart allowing a team of horses to transport it to the beach. Using a system of pulleys it would then be anchored out in the bay.

The scene is set and transports us to the room; a smouldering cigar rests to the right of the fisherman, a plume of smoke rising upwards. The tools of his trade are present, the white sail ready to be fitted. His kind face and focus creates a sense of calm and the slow pace of the task is evident in the young boy's pose, as he sits, half eaten apple discarded and watches patiently.

The present lot was first exhibited in 1889 at the Royal Academy and from the artist to the present owner, has remained in the same private family collection.





103

WALTER LANGLEY, RI (BRITISH, 1852-1922)

A quiet time

signed 'W.LANGLEY' (lower right)

watercolour

36 x 26cm (14 3/16 x 10 1/4in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400



104

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

A girl in a courtyard, Cahors

signed, inscribed and dated 'Stanhope A. Forbes./Cahors 1925' (lower right)

oil on canvas

50.8 x 38.1cm (20 x 15in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400

Provenance

Private collection, UK.

The present lot may relate to the Royal Academy exhibit of 1926, no. 6, titled *The old courtyard, Cahors*.



105 ^{AR}

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

Woodland scene

signed and indistinctly dated 'A J Munnings' (lower right)

oil on canvas

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

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Private collection, UK.

Exhibited

Penzance, Penlee House Gallery and Museum, *Wild Cornwall*, 21 March - 13 June 2009.



106 AR

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

The road to Lamorna Cove

signed 'S. J. Lamorna Birch' (lower right)

oil on canvas

62 x 74.5cm (24 7/16 x 29 5/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400

Provenance

Ian MacNicol, Glasgow.

Private collection, UK.



107

FREDERICK STEAD (BRITISH, 1863-1940)

A picnic

signed 'FRED STEAD' (lower right)

oil on canvas

64 x 76cm (25 3/16 x 29 15/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Anon. sale, Tennants, Leyburn, 5 July 2007, lot 1339.

Messum's Fine Art, London.

Private collection, UK.

Exhibited

(possibly) London, Royal Academy, 1919, no. 663.

London, Messum's Fine Art, *The Realist Tradition*, December 2007.

Frederick 'Fred' Stead was born in Shipley, Yorkshire in August 1863. He studied initially at the Shipley School of Art before being awarded a scholarship to The Royal Cambrian Academy. Stead gained a reputation as portrait painter of the rich and wealthy of Bradford and became the Chairman of the Society of Yorkshire Artists. He was however far more than just a portrait painter - his landscapes show a love of his native Yorkshire and he exhibited regularly at The Royal Academy in London including works such as *Shades of Evening*, *The Magic Crystal* and *The Princess and the Frog*.



108 AR

ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964)

Young April

signed 'A. Airy' (lower right)

oil on canvas

88.9 x 76.2cm (35 x 30in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

The artist and thence by descent.

Anon. sale, Bonhams, London, 20 October 1994, lot 112.

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

Exhibited

Ipswich, Ipswich Art Club, *Retrospective loan exhibition Oils, Watercolours, Pastels, Etchings, Drawings by Anna Airy RI, ROI, RE*, 20 April - 16 June 1985, no. 42.

Anna Airy was born in 1882 in Greenwich. She grew up in an artistic household where she was encouraged to paint and draw from an early age. In 1899, when Airy was seventeen, she underwent formal training at the Slade School. The school offered women the same opportunities as men and she was guided by Henry Tonks and Philip Wilson Steer. She was awarded a number of prestigious prizes over formidable contemporaries such as Augustus and Gwen John, William Orpen, Ambrose McEvoy and William Rothenstein.

The present lot first came to the market in 1994, prior to which it was passed through the artist's family. According to the original catalogue entry the work was extensively exhibited, being shown at Sheffield and Southport, 1934; Liverpool, 1935; Bradford and Huddersfield, 1936; Doncaster, 1937; Glasgow and the Art Institute at Paisley, 1938; Bournemouth and Ipswich, 1939; Usher Art Gallery, Lincoln, 1944, R.B.A. Galleries, Suffolk Street, 1952 and Ipswich Art Club, 1985.

109

MADELINE GREEN (BRITISH, 1884-1947)

The step-dancer

signed 'M GREEN' (lower right); inscribed with title, artist's name and address (on the overlap)

oil on canvas

91.5 x 60.5cm (36 x 23 13/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Provenance

The artist.

Thence by descent.

Exhibited

London, Royal Academy, 1918, no. 54.

London, PM Gallery Ealing, *Moments in Time*, 2011.

Literature

Punch, May 1918.

Carole and Peter Walker, *Moments in Time*, Budleigh Salterton, Wolds Publishing Limited, 2011 (illustrated p. 18).

Nina Edwards, *Dressed for War*, London, 2015, pp. 10-12, (illustrated p. 10).

The present lot displays many of the typical motifs of Madeline Green's work; the artist depicts herself in a familiar interior, standing on a checked floor, in front of a window dressed with a net curtain. These motifs call to mind such works as *Miss Brown* and *The Velvet Jacket* (both sold in these rooms, 2017 and 2015 respectively), as well as *The Chenille Net* (Dulwich Picture Gallery).

Described by one critic as 'well spaced, and painted in muted tones, as of tarnished silver',¹ *The Step Dancer* was exhibited at the Royal Academy in 1918. With Britain still at War, the works selected for *Academy Illustrated* that year reflect a sombre mood, with military subjects and portraiture prevalent among the works reproduced. By contrast, the present lot is 'an image of optimism' according to Nina Edwards, who illustrates the work in her book *Dressed for War* to demonstrate the fashion of the period. The sitter is depicted in 'striped green silk taffeta iridescent harem trousers... [and] a white blouse rather low-necked and feminine, in soft Pierrot-like folds'. The style that the sitter adopts is, according to Edwards, 'daring, but not too daring', although it was clearly considered striking enough for *Punch* to produce a cartoon of the work, mocking the costume, with the sitter, now looking 'shrewish' and 'ungainly' declaring: 'I don't think I feel funny enough for a clown'.²

¹ Carole and Peter Walker, *Moments in Time*, p. 3.

² Nina Edwards, *Dressed for War*, pp. 10-12.



110 *

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

Portrait of Ellice Endicott, Mrs William Endicott, née Ellice Mack
signed and dated 'de László/1926' (lower right)

oil on canvas

147.3 x 104.4cm (58 x 41 1/8in).

Presented in the original M. Grieve Company carved frame

£25,000 - 35,000

€28,000 - 40,000

US\$35,000 - 49,000

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

Provenance

The sitter.

Private Charitable Institution (by bequest).





Photograph of Ellice with her dog

By the 1920s, Philip de László was well-known in London circles as the pre-eminent portrait painter of royalty, aristocracy, and high society, occupying a position once dominated by John Singer Sargent. Nearly one-third of his known works were created between 1920 and 1930, which speaks to both his fame and fluency.

The present work was painted during de László's third visit to the United States, from October 1925 until early 1926. He had not been there since 1921 and was in high demand from illustrious clients in New York and Washington, D.C. Among those he painted during his visit were President Calvin Coolidge [4169], Andrew Mellon [6418], Adolphus Ochs [6487], proprietor of The New York Times, and George Eastman [4994], founder of Eastman Kodak.

The work depicts the celebrated actress and sportswoman Ellice Mack (1892-1973), born to a literary family in St. John's Wood, London. Her father John Mack (1855-1933) worked in the art publishing trade and his brother Robert Ellice Mack was a writer and editor of children's books. According to the New York Times, the sitter was an "English stage beauty and singer" at the time she met her husband Lieutenant Colonel William Endicott Jr. (1865-1941) of Boston. During the First World War he served as American Red Cross Commissioner to Great Britain and was later created a Knight of Grace Order of St. John of Jerusalem, by King George V. They married at St Paul's Church in Hampstead, London, 27 March 1919.

Ellice Endicott, who measured 5 foot 11, was an avid tennis player. Throughout the 1920s and 1930s her name appears in The New York Times and other publications as a prominent participant in tournaments. She was called 'a famous English girl and a baseline player of unusual ability' (19 March 1924). Endicott was ranked number 10 in the US in 1916 and number 11 in 1927 and was active on the French Riviera in 1928. In her later years, she was a serious amateur painter, exhibiting at the Mai Salon in Paris, the Alpine Club Gallery and the RA in London, in 1961.

The three-quarter length format of the present work is prevalent in de László's work of this decade, which afforded a longer, luxurious view of the sitter's clothing and adornments. By this point in his career, de László preferred to work directly on the canvas 'picking first on some salient feature, such as eyes or nose, and then working outwards and downwards to details of dress and background'.¹

De László masterfully uses broad, dry, bravura brushwork to bring an ethereal quality to Mrs. Endicott's dress, counterbalanced by the chiaroscuro of her bodily form. She is pictured wearing a diaphanous grey silk gown and chiffon wrap highlighted with flecks of gold from the House of Worth, Paris. Charles Frederick Worth, known as the father of *Haute Couture*, founded House of Worth in 1858 and his designs were sought after by wealthy European and American women alike.

Mrs. Endicott's relaxed pose and slightly parted lips reflect the ease with which de László related to his subjects. Richard Ormond has described John Singer Sargent as 'acutely sensitive both to the individual and to the social type, and in those portraits where he really engaged with his sitter he could match the sense of who they were and what they represented in designs of great originality' and the same could be said of de László.² He encouraged sitters to chat during sittings so that he could capture their most natural and lively expressions.³ Here, Mrs. Endicott's left arm rests casually on the crest rail of the chair, in a gesture that belies the assertion of wealth as shown by her diamond ring and pearl bracelet, and romantic devotion in pointing to her heart.

De László believed that the frame was integral to the portrait, to the point of advising patrons on selections and regularly painting the canvas within the chosen frame.⁴ The present portrait was painted in New York, with the first sitting on 13 January, completed in consecutive sittings over three days. Mrs. Endicott is presented here in the original M. Grieve Co. frame, a company with a transatlantic history in common. Maurice Grieve (c. 1889-1959), a descendant of 18th century Flemish framemakers, was the first of the Grieve family to establish an American branch of the London-based company, and was amongst the best-known framemakers in New York. The frame displays a broad range of technical virtuosity in carving, tooling, and burnishing, befitting this recently rediscovered work, which had remained in the sitter's residence since 1926.

¹ Sandra de László, ed., and Christopher Wentworth-Stanley, asst. ed., *A Brush with Grandeur*, London: Paul Holberton Publishing, 2004, p. 25.

² de László, 2004, p. 41.

³ de László, 2004, p. 26.

⁴ <http://www.delaszlocatalogueraisonne.com/de-laszlo/technique-frames>



111 AR

HAROLD KNIGHT, RA, ROI, RP (BRITISH, 1874-1961)

Laura 1896

oil on canvas

61.5 x 51.5cm (24 3/16 x 20 1/4in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Exhibited

Dublin, Royal Hibernian Academy, 1905, titled *Portrait*.

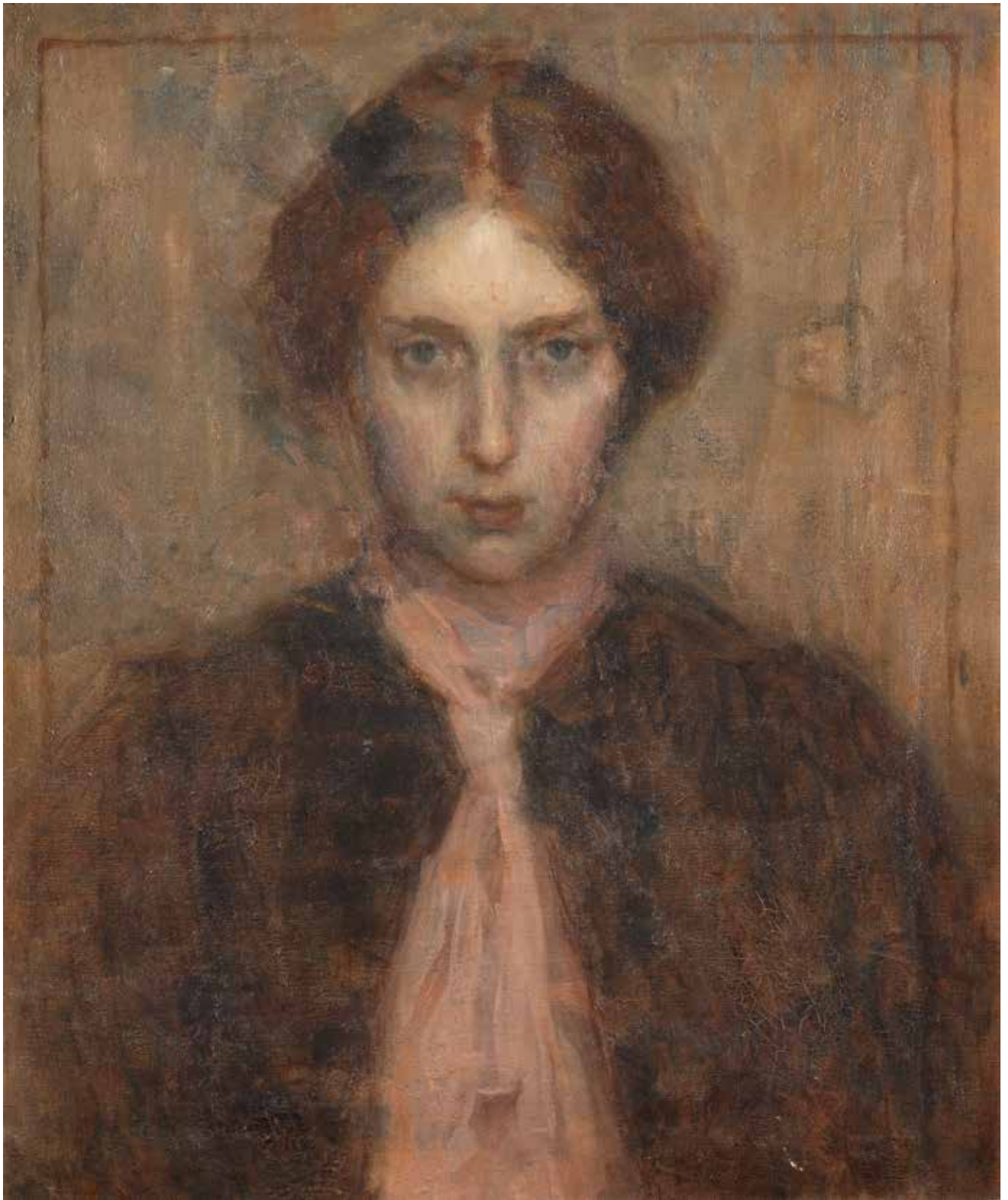
The original owners of the present lot were Rosie Good and Oliver Sheppard. Laura Knight first met Rosie in Nottingham and Oliver (a close friend of Harold's) would frequent Laura's Castle Room studio. Oliver was a sculptor and the modelling master at the Nottingham School of Art between 1894-1907. He was nicknamed by Laura and Harold as "Pompous Iscariot" which they shortened to "Pompey". Rosie and Oliver took the portrait with them to Dublin when they later moved, for Oliver to take up position at the Dublin Metropolitan School.¹

Laura mentions the present lot in her autobiography, and also Harold, who had returned from Paris, 'Only a few moments passed, however, before the bond between us that had been in existence since we first met made itself known - perhaps showing greater strength than ever before. In imagination I lived through his experience; hand in hand we walked through the galleries; eye to eye saw the great masterpieces; I learnt of aesthetic and technical developments hitherto undreamt of. With my hair done in a new French style that Harold fancied, I posed for a portrait of head and shoulders...I often wonder if that fine and rather mysterious work still exists'.²

We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Laura Knight, *The Magic of a Line*, London, 1965, p. 101.

² Knight, 1965, p. 101.



112 ^{AR}

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

A Seaside Holiday

'Mr and Mrs Esme de Peyer (Edith Bartlett) and their children'
signed 'Laura Knight' (lower left)

oil on canvas

108 x 127.9cm (42 1/2 x 50 3/8in).

£100,000 - 150,000

€110,000 - 170,000

US\$140,000 - 210,000

Provenance

Mr and Mrs Esme de Peyer Collection, UK.

Thence by direct descent.

Exhibited

London, Royal Academy, 1932, no. 363.

Newcastle upon Tyne, Laing Art Gallery, 1933, no. 87.

Literature

Royal Academy Illustrated, 1932, p. 90 (illustrated in black and white).





Fig 1 & 2 Photograph of Laura Knight painting Deidre for *A Seaside Holiday*

Laura Knight began exhibiting at the Royal Academy in 1903 and was the first woman elected as a Royal Academician in 1936, having been awarded her DBE seven years earlier. During World War Two she was a commissioned war artist and, throughout her life, painted a wide range of subjects including the ballet, theatre, portraits, the circus, gypsies and coastal views. The present lot, painted in 1931, is of the de Peyer family: Edith and Esme de Peyer and their three children Gervase, Deidre and Adrian. In addition to being a portrait, the painting depicts a holiday scene, as the family take in the sun at their home in Middleton on Sea.

It is likely that Knight was introduced to Edith and Esme by Edith's sister, Ethel Bartlett, and they bonded over a shared love of music. In the early 1920s, Knight and her husband Harold moved to a house in St John's Wood and his large studio became a music room. In Knight's autobiography, she says: 'we hired two Bechstein grand pianos, at pro's price, and many were the rehearsals and performances given there by beginners and stars of the musical world'.¹ In addition to musicians such as John Barbirolli, Jan Smeterlin, Harriet Cohen and Miriam Licette, the Knights befriended Ethel Bartlett and her husband Rae Robertson. The Bartlett-Robertson duo were credited with popularising two-piano music, and the Knights were among the first to hear them play together. Both Harold and Laura painted Ethel, with Laura commenting that 'the study of the simple lines of her beauty took me by storm'.² Her portrait of Ethel was exhibited at the Royal Academy in 1926 and Harold painted several portraits of her between 1923 and 1952.

Edith de Peyer was also a gifted musician, and she and Esme would sing for the Knights. But it was their son Gervase, who is seated on the far-right horse and was five when the work was painted, who was the most talented instrumentalist of them all. He made his public debut at just 16, playing a Mozart concerto broadcasted on the BBC before going on to become a world-famous clarinettist, conductor and teacher. He had an illustrious career: he was a Principal at the London Symphony Orchestra (LSO) 1955–1972, he co-founded the Melos Ensemble in London, and his overall form and tone inspired many compositions. He made his debut in the US with the LSO and he became the founding member and clarinettist of the Lincoln Centre Chamber Music Society in New York from 1969, playing with them for twenty years and eventually settling in New York. Adrian, his younger brother, was a celebrated tenor.

Knight has depicted the de Peyer family on top of a shallow cliff, viewed from below. She completed several preliminary studies en plein air (fig. 1 & 2) and has successfully integrated these preparatory works into a balanced composition. Knight uses the horses' reins to lead our eyes from Gervase to Deidre and back up to Edith (who is carrying Adrian). Adrian's extended hand, holding a flower, encourages the viewer to look to the stoic figure of Esme in the centre. The horses stand majestically, their healthy coats glistening in the sun. *Lamorna Birch and his Daughters*, 1934 (The University of Nottingham Museum), a much larger portraiture work that Knight started in 1918, bears some resemblance to the present lot. Like *A Seaside Holiday*, the 1934 oil painting is characterised by bright colour and confident brushwork and the viewer – this time through the use of outstretched limbs and tree branches rather than horses' reins – is led through the scene.



Fig 3 Laura Knight with Esme, Gervase and Deidre de Peyer

The present lot also shares a likeness with paintings Knight completed earlier while working on the Cornish Coast (1907-18). During this time, she was primarily a painter of sunlight, focusing on capturing women and children by the sea. The painter Norman Garstin described Knight's work from this period as being '...plunged into a riot of brilliant sunshine of opulent colour and sensuous gaiety'.³ *A Seaside Holiday* likewise transports the viewer into a pleasant and carefree scene; it is an intimate and joyous depiction of a talented family, whom Laura Knight greatly cared for (fig. 3).

This affection became more obvious when in 1970, after Knight's death, her house was offered (first right of refusal) to the de Peyer family. Esme subsequently purchased it. The portrait was therefore on display in the same studio where Esme, Edith and Ethel had spent so many wonderful evenings. The work has been in the same family collection since it was painted.

We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Laura Knight, *The Magic of a Line*, London, 1965, p. 188

² Laura Knight, *Oil paint and Grease Paint*, London, 1936, p. 239.

³ Caroline Fox, *Dame Laura Knight*, Oxford, 1988, p. 28.







113 AR

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

Whimsical Walker

signed 'Laura/Knight' (lower right)

coloured crayon and gouache over traces of pencil

36.5 x 26.5cm (14 3/8 x 10 7/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400

Provenance

Private collection, UK.

In the present lot, Laura Knight has depicted the famed clown Whimsical Walker, which was often shortened to *Whimmie*. Born Thomas Dawson Walker (1851-1934), his mother was the landlady of an inn in Hull, his father, an advance man for Cooks' Circus. Walker begun performing at the young age of eight and became a proficient equestrian, tumbler, ropewalker and clown. He worked in pantomime at Drury Lane and at Olympia for Bertram Mills' and Carmo's circuses. At Olympia he was extremely popular, particularly with children. Knight, who had a keen interest in the circus, be-friended Walker and his wife circa 1910.

The present lot is an intimate portrait of Whimsical Walker, looking straight out at the viewer. Knight has depicted him in his Harlequinade costume and three pointed black wig that he designed himself, made by Clarkson, that was donated to the Museum of London after his death.

In Knight's book *Oil paint and Grease Paint* she comments 'I have often tried to analyse the circus appeal. It is the display of indomitable courage that one sees and admires, an admiration inherent in the human race'.¹ Whimsical Walker believed that 'laughter is the best medicine' and a life dedicated to bringing joy is celebrated and immortalised by Knight through the creation of the present lot.

We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Laura Knight, *Oil Paint and Grease Paint, Autobiography of Laura Knight*, London, 1936, p. 299.



Photograph of Sonja Henie

114 AR

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

The Arabesque on skates, 1950
signed 'Laura Knight' (lower left)
watercolour and gouache
57 x 78.8cm (22 7/16 x 31in).

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

JLW Bird Fine Art, London.
Private collection, UK (acquired from the above).
Anon. sale, Bonhams, London, 17 Nov 2010, lot 28.
Messum's Fine Art, London.

Exhibited

London, Royal Academy, *Exhibition of Paintings and Drawings by Dame Laura Knight D.B.E. R.A.*, 1965, no. 100.

Sonja Henie was a Norwegian figure skating star: a three-time Olympic champion, ten-time World Champion and six-time European Champion. Depicted in the present lot, mid-performance, her elegance, prowess and style are all captured expertly by Laura Knight. The large gouache reveals Knight's interest in the female form and, in particular, the fluidity and ability of female athletes. The work was completed after Knight watched Henie perform at Blackpool.

Henie was born in 1912 in Oslo. She had a privileged childhood: her father was a wealthy Norwegian furrier and her mother, Selma Lochmann-Nielsen, had inherited wealth. Therefore, from a young age she was encouraged to pursue her sporting interests. Like many gifted athletes she excelled at a range of sports; in addition to her ice-skating she was a talented tennis player, swimmer and horse rider.

She was also a keen ballet dancer. When she was five, she studied in London under the Russian ballerina Tamara Karsavina and was later inspired by Anna Pavlova. Her background in ballet would have appealed to Knight, who was an avid follower of the sport. Knight watched – and later painted – Karsavina and Pavlova dance in London.

It was suggested that Henie's interest in classical ballet and the influence that this had on her ice-skating led her to win her first title, in 1927, aged 15. She portrayed an image of femininity that had not been seen before in women's ice skating. She was to introduce a routine more uniquely choreographed and instead of the previously long skirts she daringly chose to wear a short white skirt and white boots, that better complimented her spins and tricks.

Henie captivated judges, audiences and, eventually, Hollywood, appearing in films and television shows. Her earnings from these roles, in addition to lucrative advertising contracts, made her one of the wealthiest women in the world at that time. She was both ambitious and a visionary.

Throughout her career, Knight was interested in depicting talented, confident and interesting women. For example, she painted the artist Ella Naper, the pianist Ethel Bartlett and ballerinas Anna Pavlova and Lubov Tchernicheva. Janet Dunbar, in her 1975 book *Laura Knight*, wrote that 'on one of their visits to London from Cornwall, Laura and Harold had seen Pavlova dance with Nijinski and had never forgotten the thrill of watching supreme exponents of another art'.¹ Dunbar also wrote '...It had been the same with many of the models she painted in Cornwall; she took frank pleasure in sensuousness'.²

Knight has depicted Henie balanced on one skate, her daring pose emphasising her acrobatic ability. The artist portrays the skater's forward momentum via the fall of her skirt, her outstretched arm and the slight blur of her trailing hand and foot. One can imagine her gracefully finishing her turn. Henie is captured – poised, just for a moment – as an elegant maestro totally in control of her art.

We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Janet Dunbar, *Laura Knight*, London, 1975, p. 100.

² Dunbar, 1975, p. 114.





115 AR

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

The Goat Girl and the Gamblers

signed 'W.RUSSELL FLINT' (lower right); signed and inscribed 'RA 1963 No 3/The Goat Girl and the Gamblers/W Russell Flint' (on the original backboard)

watercolour

49.5 x 67cm (19 1/2 x 26 3/8in).

to be sold with the original backboard.

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 17,000

Provenance

Frost & Reed, London.

Private collection, UK.

Exhibited

London, Royal Academy, 1963, no. 899.



116 AR

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

Esperanza

signed 'W.RUSSELL FLINT' (lower right); signed and inscribed 'RA

1953 No 5/Esperanza/W Russell Flint' (on the original backboard)

watercolour

49.5 x 67cm (19 1/2 x 26 3/8in).

to be sold with the original backboard.

£12,000 - 18,000

€14,000 - 20,000

US\$17,000 - 25,000

Provenance

Frost & Reed, London.

Private collection, UK.

Exhibited

London, Royal Academy, 1953, no. 768.



L. B. 21478



117 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The Grand Canal, Venice

signed 'Edward Seago' (lower left); bears title (on the reverse)

oil on board

50.8 x 76.2cm (20 x 30in).

£30,000 - 50,000

€34,000 - 57,000

US\$42,000 - 70,000

Provenance

P. & D. Colnaghi & Co. Ltd., London.

Private collection, UK (acquired from the above, *circa* 1960).

Thence by descent.



118 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Canal on the Guidecca, Venice

signed 'Edward Seago' (lower left); bears title (on the reverse)

oil on board

50.8 x 66cm (20 x 26in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

P. & D. Colnaghi & Co. Ltd., London.

Private collection, UK (acquired from the above, *circa* 1960).

Thence by descent.



119 ^{AR}

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Landscape near Martham, Norfolk

signed 'Edward Seago' (lower left); bears title (on the reverse)

oil on board

50.8 x 66cm (20 x 26in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

P. & D. Colnaghi & Co., Ltd., London.



120 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Anglers by the Thurne
signed 'Edward Seago' (lower left)

oil on canvas

46 x 61cm (18 1/8 x 24in).

£25,000 - 35,000

€28,000 - 40,000

US\$35,000 - 49,000

Provenance

Richard Green Gallery, London.





121 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The Barquentine *Gazela* at Cacilhas Portugal

signed 'Edward Seago' (lower left)

oil on canvas

63.5 x 76.2cm (25 x 30in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

Richard Green Gallery, London.

Private collection, Portugal.



122 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The Barquentine *Gazela* on the Tagus
 signed 'Edward Seago' (lower left); bears title (on the stretcher)
 oil on canvas
 50.8 x 76.2cm (20 x 30in).

£18,000 - 20,000

€20,000 - 23,000

US\$25,000 - 28,000

Provenance

Private collection, Portugal.



123 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Roll's Barn, Ludham

signed 'Edward Seago' (lower left); bears title (on the reverse)

oil on board

27 x 35.5cm (10 5/8 x 14in).

£12,000 - 18,000

€14,000 - 20,000

US\$17,000 - 25,000

Provenance

P. & D. Colnaghi & Co. Ltd., London.



124 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Honfleur

signed 'Edward Seago' (lower left)

oil on board

40.6 x 61cm (16 x 24in).

£15,000 - 20,000

€17,000 - 23,000

US\$21,000 - 28,000

Provenance

Richard Green Gallery, London.



125 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Woodbridge, Suffolk

signed 'Edward Seago' (lower left)

watercolour over traces of pencil

32 x 50cm (12 5/8 x 19 11/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,600 - 8,400



126 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The Orwell at Pin Mill

signed 'Edward Seago' (lower left); bears title (on the reverse)

oil on board

40.6 x 60.9cm (16 x 24in).

£20,000 - 30,000

€23,000 - 34,000

US\$28,000 - 42,000

Provenance

P. & D. Colnaghi & Co. Ltd., London.



127 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Riverbed in the Atlas Mountains, Morocco

signed 'Edward Seago' (lower left); bears title (on the reverse)

oil on board

65.8 x 91.5cm (25 7/8 x 36in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

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IMPRESSIONIST & MODERN ART

Thursday 1 March 2018
New Bond Street, London

HENRI MARTIN (1860-1943)

Pont de Labastide du Vert au clair de lune
signed 'Henri Martin' (lower right)

oil on canvas

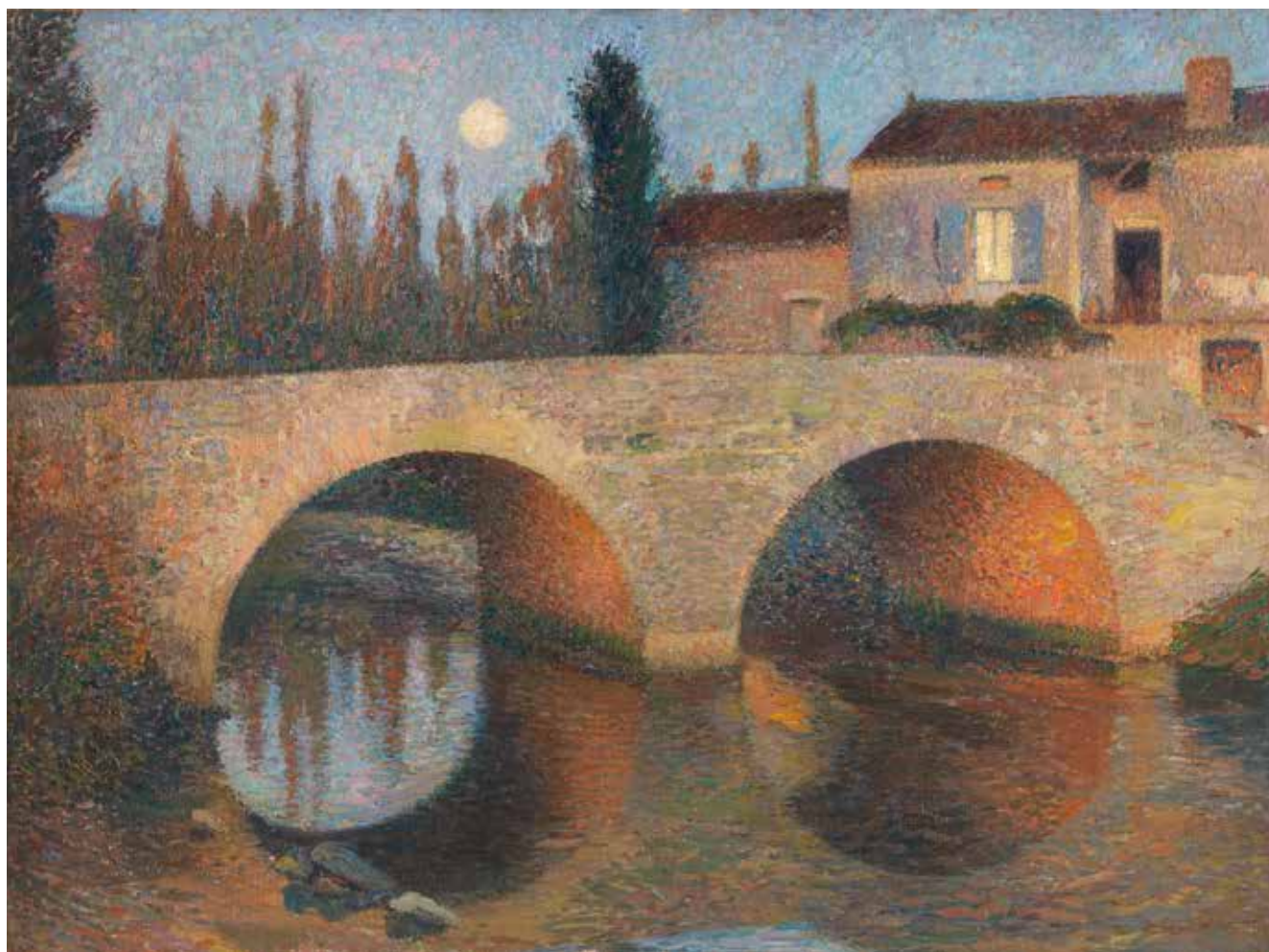
68.4 x 91.2cm (26 15/16 x 35 7/8in).

£100,000 - 150,000 *

ENQUIRIES

+44 (0) 20 7468 8328

india.phillips@bonhams.com



Bonhams

LONDON

bonhams.com/impressionist

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

MODERN BRITISH AND IRISH ART

Wednesday 13 June 2018
New Bond Street, London

LUCIEN PISSARRO (1863-1944)

A Lane in Snow (Crockhurst Lane)

oil on canvas

64.5 x 53 cm. (25 3/4 x 20 7/8 in.)

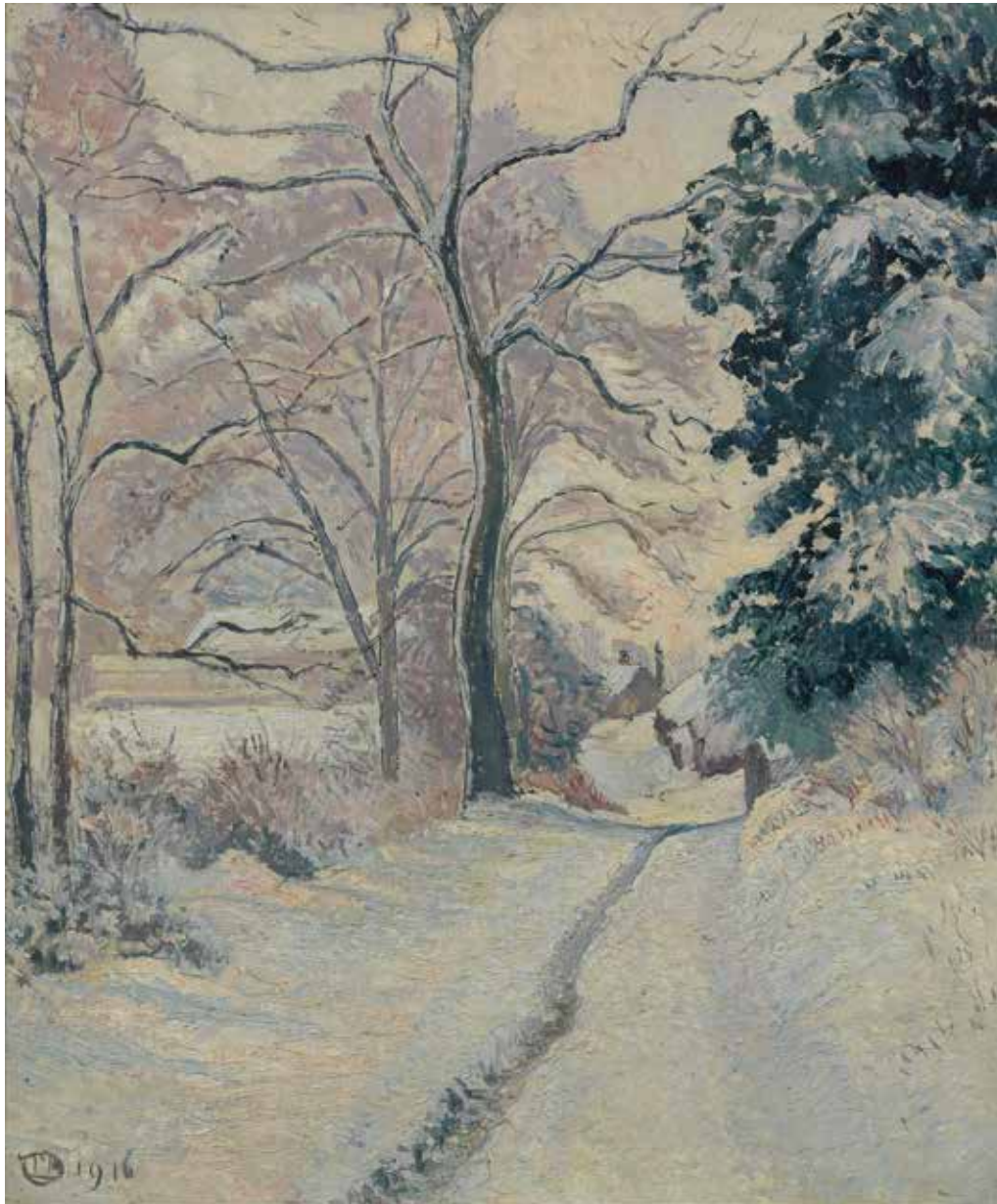
Painted in 1916

£40,000 - 60,000 *

ENQUIRIES

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penny.day@bonhams.com



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bonhams.com/modernbritish

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 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.

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*).

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

8. VAT

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

The following symbols, 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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

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 *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .	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.
	Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:	The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
	the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and	12 MISCELLANEOUS	13	GOVERNING LAW
	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and	12.1 You may not assign either the benefit or burden of this agreement.		All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
	within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION
	but not if:	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.		Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		APPENDIX 3
		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.		DEFINITIONS AND GLOSSARY
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		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 <i>Notice to Bidders</i> , to cover <i>Bonhams'</i> Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>).
				" Auctioneer " the representative of <i>Bonhams</i> conducting the <i>Sale</i> .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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Madalina Lazen
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20th Century British Art

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Aboriginal Art

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African, Oceanic & Pre-Columbian Art

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American Paintings

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Antiquities

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Antique Arms & Armour

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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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Dan Tolson
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British Ceramics

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Jeremy Goldsmith
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Entertainment Memorabilia

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U.S.A
Catherine Williamson
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European Ceramics

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Furniture

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U.S.A
Andrew Jones
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European Sculptures & Works of Art

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Greek Art

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Golf Sporting Memorabilia

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+44 131 240 2296

Irish Art

Penny Day
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Impressionist & Modern Art

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India Phillips
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Indian, Himalayan & Southeast Asian Art

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Edward Wilkinson
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Mark Rasmussen
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Islamic & Indian Art

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Japanese Art

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Mechanical Music

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Modern & Contemporary Middle Eastern Art

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Modern & Contemporary South Asian Art

Tahmina Ghaffar
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Modern Design

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Motor Cars

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Automobilia

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Adrian Pipiros
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Motorcycles

Ben Walker
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Native American Art

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Natural History

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Old Master Pictures

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Orientalist Art

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Scientific Instruments

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Silver & Gold Boxes

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South African Art

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Sporting Guns

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Travel Pictures

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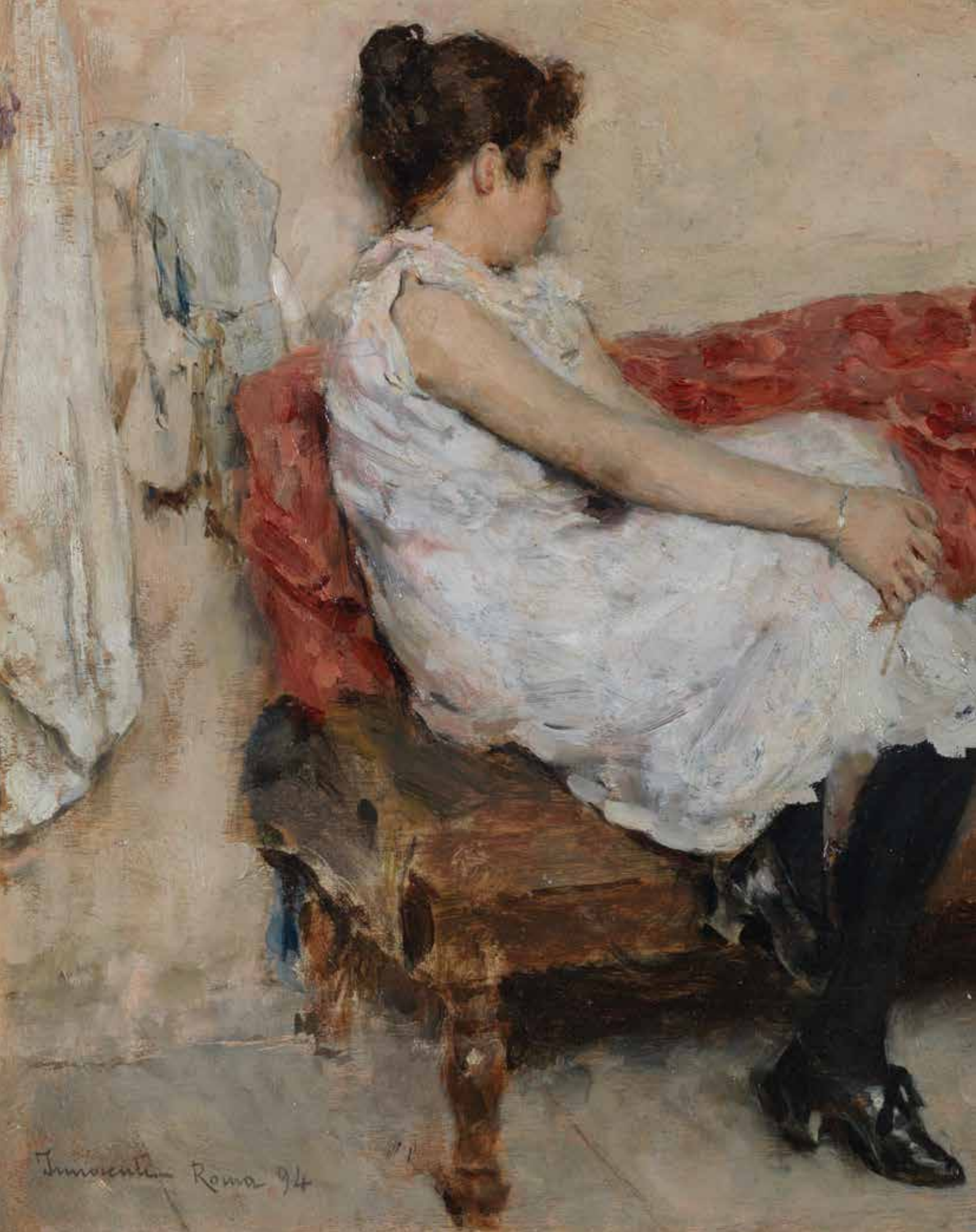
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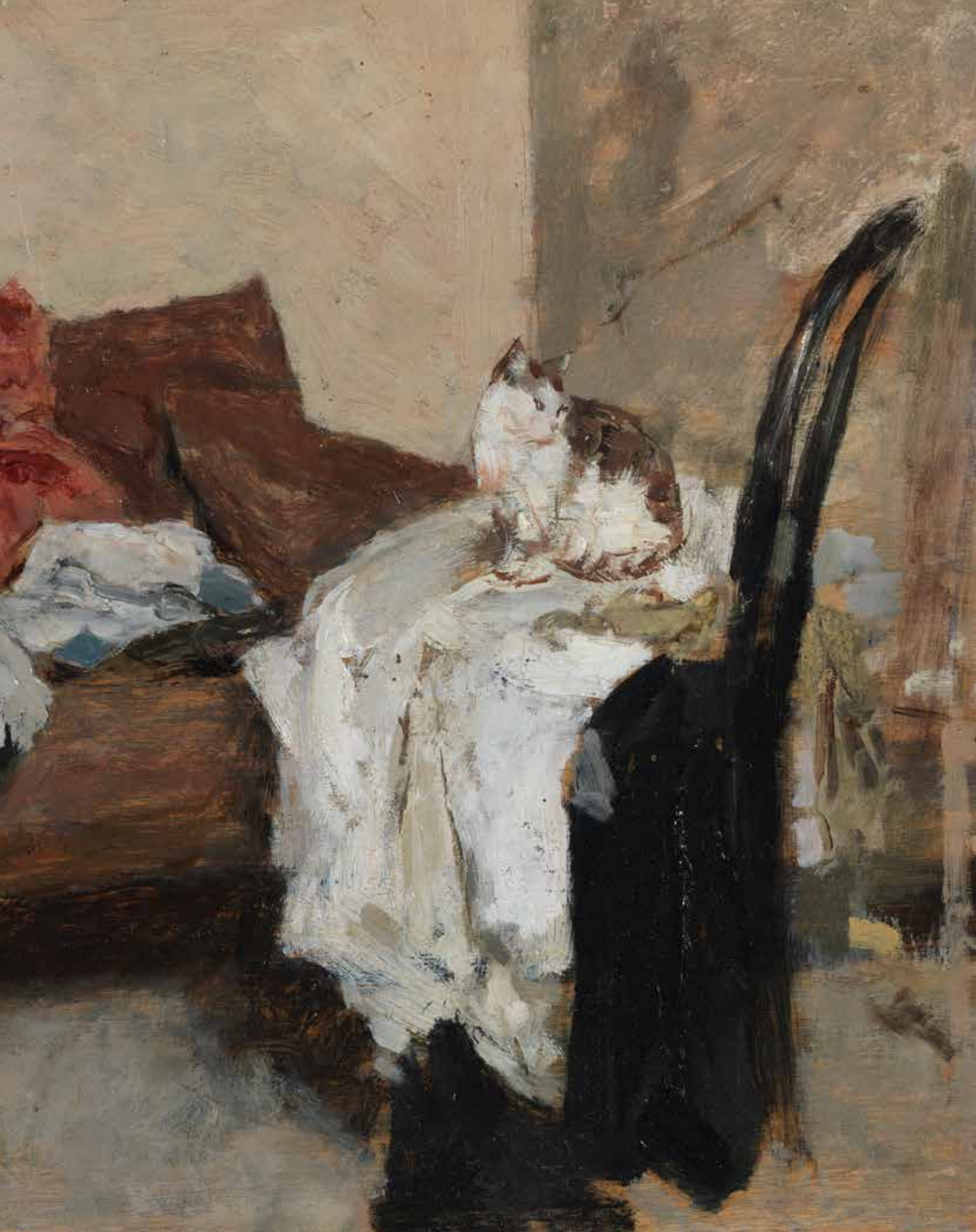
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