

# BRITISH AND EUROPEAN ART

Tuesday 20 March 2018



# Bonhams

MONTPELIER STREET • KNIGHTSBRIDGE





# BRITISH AND EUROPEAN ART

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

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

Tuesday 20 March 2018 at 1pm

Knightsbridge, London

## BONHAMS

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Sunday 18 March 2018  
11am – 3pm  
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9am – 11am

## SALE NUMBER

24637

## CATALOGUE

£12

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Front Cover: Lot 44  
Back Cover: Lot 58  
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Section Divider 2: Lot 111  
Inside Front Cover: Lot 127  
Inside Back Cover: Lot 202  
Index pages: 112

Please see page 2 for bidder information including after-sale collection and shipment

Please see back of catalogue for important notice to bidders

## IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.



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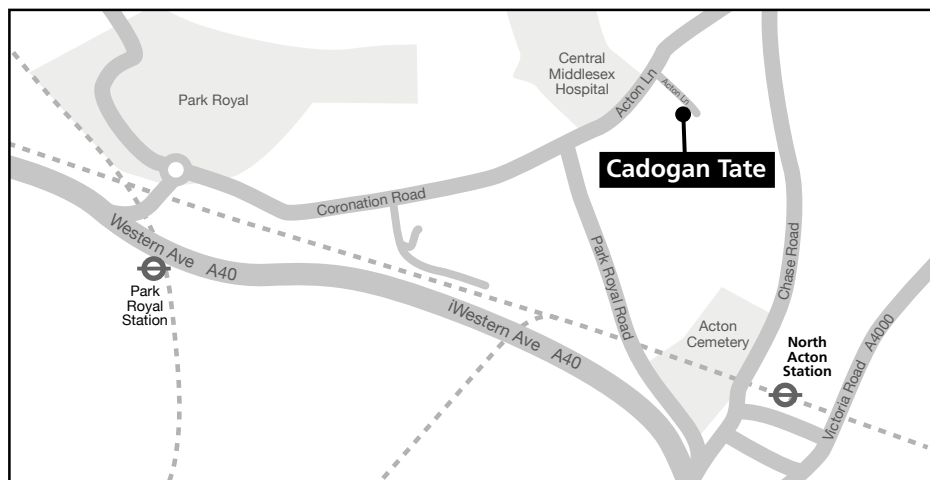
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## COLLECTION

All other sold lots will remain in the  
Collections room at Knightsbridge  
For a period of not less than 14  
calendar days from the sale date  
Tuesday 20 March 2018. Lots not  
collected by 5.30pm Wednesday  
4 April 2018 will be returned to the  
Department storage charges may  
apply.

Please note that Bonhams and  
Alban Shipping will be closed  
Friday 30 March 2018 -  
Monday 2 April 2018 for the  
Easter Holiday

## STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO THE DEPARTMENT

### Storage

Storage will be free of charge for  
the first 14 calendar days following  
the sale Tuesday 20 March 2018.  
Charges will apply from 9am  
Thursday 5 April 2018.

### Storage Charges

Pictures & Small Objects:  
£2.85 per day + VAT  
Furniture, Large Pictures &  
Large Objects:  
£5.70 per day + VAT  
(Please note that charges apply  
Every day including weekend &  
public holidays)

### Handling

After the first 14 calendar days  
following the sale, the following  
handling charges apply:  
£21.00+VAT per lot for Pictures &  
Small Objects  
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Large Pictures & Large Objects

### Loss and Damage

Extended Liability cover for the  
value of the Hammer Price will  
be charged at 0.6% but will not  
exceed the total value of all other  
transfer and storage charges.

## VAT

The following symbols are used  
to denote that VAT is due on the  
hammer price and buyer's premium.

† VAT 20% 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

Y These lots are subject to CITES  
regulations, please read the  
information in the back of  
the catalogue.

### Payment in Advance

(Telephone to ascertain amount due)  
by: cash, cheque with banker's card,  
credit, or debit card.

### Payment at time of collection by:

cash, cheque with banker's card,  
credit, or debit card.



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

Lots 1-105





1



2

1

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

Landscape with sheep and cattle at a stream  
oil on canvas  
61.3 x 91.4cm (24 1/8 x 36in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

**Provenance**

Sale, Sotheby's Belgravia, Fine Victorian Paintings, 30 March 1982,  
lot 84. Where purchased by the current owner.

2

**ATTRIBUTED TO WILLIAM SHAYER, SNR. (BRITISH, 1787-1879)**

The final days of harvest  
bears signature and date (lower left)  
oil on canvas  
60.9 x 91.4cm (24 x 36in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100





3



3

3

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

Near Sevenoaks, Kent, The weald of Kent; a pair  
each signed and dated 'A.A.G.75' (lower left)

oil on canvas

61 x 91.5cm (24 x 36in)(2).

**£5,000 - 7,000**

**€5,600 - 7,900**

**US\$6,900 - 9,700**

**Provenance**

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.



4

4

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

Evening among the Surrey Pines  
signed and dated 'B. W Leader. 1904.' (lower left); inscribed with  
title and artist's name 'No 3. Evening among the Surrey Pines B. W.  
Leader' (on the stretcher)

oil on canvas

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

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

**Provenance**

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

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

Thence by descent to the present owner.

**Exhibited**

London, Royal Academy, 1904, no. 184.

**Literature**

Royal Academy Pictures, 1904 (illustrated p. 118).

Frank Lewis, *Benjamin Williams Leader, R.A. 1831-1923*, Leigh-on-  
Sea, 1971, no. 562, p. 52.





5

5

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

'The Wye at Tintern'

signed and dated 'B.W.Leader./1872' (lower right)

oil on canvas

76.2 x 131.4cm (30 x 51 3/4in).

**£5,000 - 7,000**

**€5,600 - 7,900**

**US\$6,900 - 9,700**

**Provenance**

With Vicars Brothers Ltd, London, no. 24437.

Anon. sale, Christie's, London, 18 February 1983, lot 116.

Private collection UK.



6

6

**WALTER HUNT (BRITISH, 1861-1941)**

Disturber of the peace  
signed and dated 'W.Hunt 1906' (lower left)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

**£5,000 - 7,000**

**€5,600 - 7,900**

**US\$6,900 - 9,700**

**Provenance**

With Weston Gallery, Norfolk.  
Private collection UK.





7

7 AR

**EDGAR HUNT (BRITISH, 1876-1953)**

A barn interior with two Ayrshire calves, a cockerel, hens and a rabbit  
signed and dated 'E Hunt 1941' (lower left)  
oil on panel  
41.2 x 31.1cm (16 1/4 x 12 1/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

**Provenance**

With Richard Green, London, no. R 1579.

8 AR

**EDGAR HUNT (BRITISH, 1876-1953)**

A Rhode Island red and her chicks with three pigeons  
signed and dated 'E Hunt 1907' (lower left)  
oil on canvas  
30.8 x 25.7cm (12 1/8 x 10 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



8



9



10

9

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

June morning  
signed 'Alfred.deBréanski' (lower right)  
oil on canvas  
60.9 x 91.4cm (24 x 36in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,900

**Provenance**

With Mandell's Gallery, Norwich.  
Private collection UK.

10

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

A mountain stream near Callander  
signed 'Alfred.deBréanski' (lower right)  
oil on canvas  
40.7 x 60.9cm (16 x 24in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

**Provenance**

With Mandell's Gallery, Norwich.  
Private collection UK.





11



12

11

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

Glen Finlas

signed 'Alfred.deBréanski' (lower left)

oil on canvas

40.7 x 60.9cm (16 x 24in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

**Provenance**

With Mandell's Gallery, Norwich.

Private collection UK.

12

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

'Near Inversnaid, Loch Lomond'

signed 'Alfred.deBréanski' (lower left); signed and titled (on the reverse)

oil on canvas

40.7 x 60.9cm (16 x 24in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

**Provenance**

With Mandell's Gallery, Norwich.

Private collection UK.



13

13

**HEYWOOD HARDY (BRITISH, 1843-1933)**

Hunting scene

signed 'Heywood Hardy' (lower right)

oil on canvas

51.4 x 77.5cm (20 1/4 x 30 1/2in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000



14

**JOHN EMMS (BRITISH, 1843-1912)**

Protecting the day's bag  
indistinctly signed (lower left)  
oil on canvas

59.7 x 48.9cm (23 1/2 x 19 1/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

**Provenance**

Anon. sale, Mealy's Auctioneers, Castlecomer, 11 December 2012,  
lot 893.



14

15

**WALTER HUNT (BRITISH, 1861-1941)**

A promising litter  
signed and dated 'W.HUNT.84' (lower left)  
oil on canvas

46 x 35.5cm (18 1/8 x 14in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

**Provenance**

With Richard Green, London, no. S 1176.



15



16



17

16

**ATTRIBUTED TO SEBASTIAN PETHER (LONDON 1790-1844)**

Moonlit river landscape with a ruined priory

oil on canvas

71.1 x 91.4cm (28 x 36in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

17

**SIDNEY RICHARD PERCY (BRITISH, 1821-1886)**

Harvest under an approaching storm

signed and dated 'SRPercy 1850' (lower right)

oil on canvas

35.6 x 30.5cm (14 x 12in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800



18



19

18

**ALFRED WILLIAM HUNT (BRITISH, 1830-1896)**

Twixt Land and Sea, North Wales  
signed and dated 'AWHunt 1866' (lower right)  
watercolour  
48.3 x 69.8cm (19 x 27 1/2 in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

**Provenance**

With Chris Beetles Ltd, London.

19

**EDWARD DUNCAN, R.W.S. (BRITISH, 1803-1882)**

Culver cliffs, after the wreck  
signed and dated 'E Duncan/1867' (lower right)  
watercolour with white heightening and scratching out  
49.6 x 73.7cm (19 1/2 x 29 in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800





20

20

**JOHN RITCHIE (BRITISH, ACTIVE 1858-1875)**

News from abroad

oil on canvas

46 x 62cm (18 1/8 x 24 7/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

21

**HENRY NELSON O'NEIL, ARA (BRITISH, 1817-1880)**

In the harem

oil on canvas

33 x 28cm (13 x 11in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

**Exhibited**

Possibly, London, Academy, Winter Exhibition, 1957. (according to label attached to stretcher verso).



21

22

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

Portrait of a young lady thought to be Miss Letitia Taylor  
watercolour  
27 x 22.8cm (10 5/8 x 9in).  
unframed

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

Private European collection



22

23 \*

**JOHN HENRY HENSHALL, RWS (BRITISH, 1856-1928)**

*Le Journal*  
signed 'HenryHenshall RWS' (lower right)  
watercolour  
35.6 x 26cm (14 x 10 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



23



24

24

**ALFRED WALTER WILLIAMS (BRITISH, 1824-1905)**

Barmouth, North Wales  
signed 'a W Williams' and indistinctly titled (on the stretcher verso)  
oil on canvas  
40.7 x 66.1cm (16 x 26in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



25

25

**C.E. WATSON (BRITISH 19TH/20TH CENTURY)**

'Highland calves, Loch Restil'  
together with another by the same title; a pair  
one signed and dated 'C.E. Watson 1918'  
(lower right), the other indistinctly signed and  
dated (lower left); each signed and titled (on  
the reverse)  
oil on canvas  
each 35.8 x 45.7cm (14 1/8 x 18in)(2).

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



25

Paintings by this artist are variously  
catalogued as 'Charles Edward Watson', 'Cari  
E Watson' and 'Carl E Watson'.





26



27

26

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

A Surrey pasture  
signed with initials (lower left)  
oil on canvas  
40.7 x 66cm (16 x 26in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

**Provenance**

With The Taylor Gallery, London.  
Private collection UK.

27

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

Barrington Mill, near Cambridge  
signed with initials and dated 81 (lower left)  
oil on canvas  
40.7 x 60.9cm (16 x 24in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

**Provenance**

With Astley House Fine Art, Gloucestershire.  
Private collection UK.



28



29



30

28

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

The Woodcutters  
signed with initials and dated '74' (lower right)  
watercolour and bodycolour  
62.3 x 48.3cm (24 1/2 x 19in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

29

**CHARLES JAMES LEWIS, RI (BRITISH, 1830-1892)**

Into the woods  
signed 'C.J.Lewis.' (lower right)  
oil on canvas  
35.5 x 25.4cm (14 x 10in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

30

**JAMES JOHN HILL (BRITISH, 1811-1882)**

Mother and child  
signed 'J.J.Hill' (lower right)  
oil on canvas  
60.9 x 50.8cm (24 x 20in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800





31



32

31

**EDGAR BUNDY (BRITISH, 1862-1922)**

An audience  
signed 'EDGAR BUNDY' (lower right)  
oil on canvas  
50 x 76cm (19 11/16 x 29 15/16in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

32

**ALFRED GLENDENING JR. (BRITISH, 1861-1907)**

Far away thoughts  
signed with monogram and dated '1887' (lower left)  
oil on canvas  
35.5 x 45.7cm (14 x 18in).

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

**Provenance**

With Coughton Galleries Ltd, Alcester.  
Purchased from the above by the current owner.





33



34

33

**MAUD EARL (BRITISH, 1864-1943)**

Portrait of two Skye terriers  
signed 'Maud Earl' (lower right)  
oil on canvas  
63.5 x 76.8cm (25 x 30 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

34 AR

**JOHN THOMAS YOUNG GILROY (BRITISH, 1898-1985)**

The Pekingese  
signed 'Gilroy' (lower right)  
oil on canvas  
76.8 x 63.5cm (30 1/4 x 25in).

£1,000 - 1,200

€1,100 - 1,400

US\$1,400 - 1,700

35

**JOHN EMMS (BRITISH, 1843-1912)**

A Shetland pony  
signed and dated '1897/JNO EMMS' (lower right)  
oil on canvas  
36.8 x 52.1cm (14 1/2 x 20 1/2in).  
unframed

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



35

36

**JOHN EMMS (BRITISH, 1843-1912)**

Study of a horse  
signed and dated 'JNO EMMS/93' (lower right)  
oil on canvas  
36.8 x 47cm (14 1/2 x 18 1/2in).  
unframed

£800 - 1,200  
€900 - 1,400  
US\$1,100 - 1,700



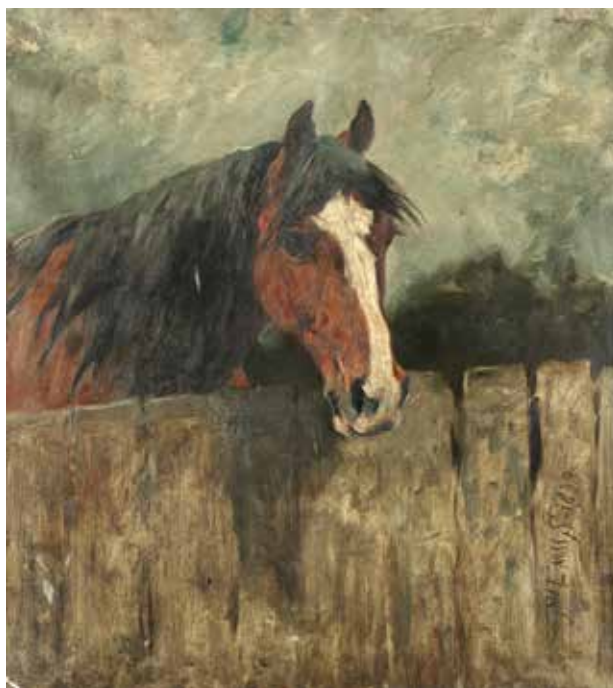
36

37

**JOHN EMMS (BRITISH, 1843-1912)**

Study of a horse at a fence  
signed and dated 'JNO EMMS 1898' (lower right)  
oil on canvas  
43.2 x 38.1cm (17 x 15in).  
unframed

£800 - 1,200  
€900 - 1,400  
US\$1,100 - 1,700



37



38



39

38

**WILLIAM COLLINS (BRITISH, 1788-1847)**

The departure  
oil on canvas  
72 x 91.5cm (28 3/8 x 36in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

**Provenance**

Anon. sale, Christie's, South Kensington, 10 November 2011, lot 58.

39

**EDWARD PRITCHETT (BRITISH, 1828-1864)**

Capriccio of Venice  
signed and dated 'Pritchett/1839' (lower right)  
oil on canvas  
46.3 x 66.7cm (18 1/4 x 26 1/4in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

**Provenance**

With Saunders Fine Art, Solihull.





40



41

40

**ATTRIBUTED TO GEORGE CLARKSON STANFIELD (BRITISH, 1828-1878)**

The Arch of Trajan, Ancona  
bears signature and date (lower left)  
oil on canvas  
60.9 x 107.9cm (24 x 42 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

41

**EARLY 19TH CENTURY ENGLISH SCHOOL**

View of the Forum, Rome  
oil on canvas  
48.3 x 57.5cm (19 x 22 5/8in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800



42



43

42

**WILLIAM HENRY MIDWOOD (BRITISH, ACTIVE 1867-1871)**

A gift of oranges  
signed and dated 'Midwood.1870' (lower right)  
oil on canvas  
71.1 x 91.5cm (28 x 36in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

43

**WILLIAM POWELL FRITH, RA (BRITISH, 1819-1909)**

Following the sermon  
oil on canvas  
92 x 78.8cm (36 1/4 x 31in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

In the 1840s Frith associated with a group of his fellow students such as Augustus Egg, Henry O'Neil and E M Ward, all of whom painted literary and genre scenes, such as this one, designed to appeal to middle-class taste. Here Frith simultaneously commends the piety of the old couple and their granddaughter and pokes gentle fun at the deafness and poor eyesight that comes with old age.

We are grateful to Jane Sellars for her assistance in cataloguing this lot.



44

44 \*

**LIONEL PERCY SMYTHE, RA, RWS, RI, ROI  
(BRITISH, 1839-1918)**

The mussel gatherer  
signed and dated 'L.Smythe 1876' (lower right)  
oil on canvas  
92.1 x 64.2cm (36 1/4 x 25 1/4in).

**£4,000 - 6,000**

**€4,500 - 6,800**

**US\$5,500 - 8,300**

An etching after this work, titled 'The Mussel Gatherer', is illustrated in R. Whitlaw and W. Wyllie, *Lionel P. Smythe, R.A., R.W.S.: His Life and Work*, London, 1923, p.162.





45

45

**HENRY F. FARNY (1847-1916)**

A view of the bay of Naples  
signed 'Farny' (lower right)  
oil on board  
21.6 x 40cm (8 1/2 x 15 3/4in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



46

46

**THOMAS HARTLEY CROMEK (BRITISH, 1809-1873)**

A view of Florence from San Miniato  
signed and dated 'T.H.CROMEK.f.1858'  
(lower right)  
watercolour  
21.6 x 33.3cm (8 1/2 x 13 1/8in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



47

47

**PERCY FRENCH (IRISH, 1854-1920)**

Fishermen on a lough  
signed 'Percy French.' (lower left)  
watercolour  
24.2 x 34.3cm (9 1/2 x 13 1/2in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



48

48

**JOHN MIDDLETON (BRITISH, 1828-1856)**

'A Norfolk Wooded Landscape'

watercolour

34.3 x 49.5cm (13 1/2 x 19 1/2in).

£1,500 - 2,500

€1,700 - 2,800

US\$2,100 - 3,500

**Provenance**

With Mandell's Gallery, Norwich.

Private collection UK.

**Exhibited**

Norwich, Norwich Castle Museum, *Exhibition of "Norwich School" Pictures*, 1927, no. 222.

49

**JOHN MIDDLETON (BRITISH, 1828-1856)**

'Clovelly, North Devon'

signed with monogram, inscribed and dated 'Clovelly ND./1850.'

(lower right)

watercolour

48.2 x 33.6cm (19 x 13 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

**Provenance**

With Mandell's Gallery, Norwich.

Private collection UK.



49



50



51

50

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

Buffaloes working a pump

pencil

13.5 x 21.5cm (5 5/16 x 8 7/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

The artist.

Thence by descent; Mrs. Elisabeth Burt Collection, UK.

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

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

**Exhibited**

Oxford, Ashmolean Museum, 1965-1985 (on loan).

Liverpool, Walker Art Gallery, *William Holman Hunt*, 1969, no. 143.

**Literature**

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

51

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

Study of a woman with a baby

signed and dated 'G Clausen.1879' (lower left)

charcoal and bodycolour

40 x 29.8cm (15 3/4 x 11 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100





52



53

52

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

Minding sheep

signed with monogram (lower left)

watercolour and bodycolour

21.5 x 34cm (8 7/16 x 13 3/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

53

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

A very English afternoon

signed 'GGKilburne' (lower right); further initialled and dated 91 (on the tree trunk)

watercolour

36.2 x 53.3cm (14 1/4 x 21in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



54



55

54

**HERBERT WILSON FOSTER (BRITISH, ACTIVE 1881-1917)**

Well mannered frivolity  
signed 'H W Foster' (lower left)  
oil on canvas  
81.3 x 100.3cm (32 x 39 1/2in).

£3,500 - 4,500

€3,900 - 5,100

US\$4,800 - 6,200

55

**FRANK BRAMLEY, R.A. (BRITISH, 1857-1915)**

Portrait of a girl in a hat  
signed with initials and dated 'FB.09' (lower left)  
oil on canvas  
28 x 23cm (11 x 9 1/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100





56

56

**CHARLES J. WALKER (BRITISH)**

A picnic on Hampstead Heath  
signed and dated '1907/CWalker' (lower left)  
oil on canvas  
61 x 91.4cm (24 x 36in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,900

57

**FRANK E. COX (BRITISH, BORN CIRCA 1850, EXHIBITED, 1873 - 1894)**

'Spring in London'  
signed 'Frank.E.Cox' (lower right); signed, titled and inscribed 'No 1/"Spring in London"/Frank.E.Cox/40 Queen Sq/Bloomsbury' (on the reverse)  
oil on canvas  
112.4 x 87.9cm (44 1/4 x 34 5/8in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,900

**Exhibited**

London, Royal Academy, 1886, no. 1029.



57





58

58 AR

**CECIL KENNEDY (BRITISH, 1905-1997)**

A summer bouquet  
signed 'Cecil Kennedy' (lower centre)  
oil on canvas  
76.2 x 63.5cm (30 x 25in).

**£12,000 - 18,000**  
**€14,000 - 20,000**  
**US\$17,000 - 25,000**

This lot is accompanied by a christmas card from the artist which reads: 'I still think of the large painting which you have of mine as one of my best, painted in the best period of my life. Affectionately Cecil and Winifred.'

**Provenance**

Private collection UK.

**Exhibited**

Paris Salon, 1973.



58







59



61



60

59

**HELEN HOWARD MARGETSON (BRITISH, BORN 1860)**

*'Ecce Ancilla Domini'*

another unfinished work in pencil and watercolour on the reverse  
signed 'Helen H. Margetson' (lower right)

watercolour with traces of pencil

45.1 x 32.7cm (17 3/4 x 12 7/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

Private collection UK.

60

**JOHN HANSON WALKER (BRITISH, 1844-1933)**

Portrait of a girl

signed 'Hanson Walker' (upper left); signed and inscribed 'Elsie' (on  
the reverse)

oil on canvas

43.2 x 35.6cm (17 x 14in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

61

**CHARLES HAIGH-WOOD (BRITISH, 1856-1927)**

Portrait of Mrs. Charles Haigh-Wood

to be sold together with two watercolours by the same hand  
oil on canvas

77.5 x 52.1cm (30 1/2 x 20 1/2in)(3)

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

The artist's family, by descent.



62 AR

**CECIL KENNEDY (BRITISH, 1905-1997)**

Still life of flowers in a floral vase  
signed 'Cecil Kennedy' (lower right)  
oil on canvas  
61 x 50.8cm (24 x 20in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

**Provenance**

A gift from the artist to the grandfather of the current owner and thence by descent.

63 AR

**CECIL KENNEDY (BRITISH, 1905-1997)**

Still life of roses in a glass vase  
signed 'Cecil Kennedy' (lower right)  
oil on canvas  
41 x 33cm (16 1/8 x 13in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

**Provenance**

A gift from the artist to the grandfather of the current owner and thence by descent.

An inscription on the stretcher verso reads 'To Dr & Mrs Badenoch from Cecil Kennedy with all best/wishes Dec 1930'



62



63



64

64 AR

**HAROLD CLAYTON (BRITISH, 1896-1979)**

A colourful bouquet  
signed 'Harold Clayton' (lower right)  
oil on canvas  
51.4 x 41.3cm (20 1/4 x 16 1/4in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800

**Provenance**

With E.Stacy Marks Ltd, Eastbourne, no. C797.  
With Frost and Reed Ltd, London, no. 1266/W.

65 AR

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

Still life of flowers  
signed and dated 'Bennett Oates 75' (lower left)  
oil on board  
55.9 x 45.7cm (22 x 18in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

**Provenance**

With E. Stacy Marks Ltd, Eastbourne, no. B.861



65



66

66

**THOMAS FREDERICK MASON SHEARD (BRITISH, 1866-1921)**

The spirit of summer  
signed and dated 'TFMSheard 1887' (lower left)  
oil on canvas  
61 x 121.9cm (24 x 48in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

**Provenance**

Anon. sale, Christie's, South Kensington, 7 March 2002, lot 561A.  
Private collection UK.

67

**ALLAN DOUGLAS DAVIDSON (BRITISH, 1873-1932)**

Portrait of a girl  
signed with initials 'A.D.' (lower left)  
oil on board  
22.5 x 18cm (8 7/8 x 7 1/16in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

68

**EDITH AUGUSTA JAMES (BRITISH, 1857-1898)**

The flower basket  
signed and dated 'EAJames /92'  
pastel on canvas  
78.7 x 54.6cm (31 x 21 1/2in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800



67



68





69



69

**SOLOMON JOSEPH SOLOMON (BRITISH, 1860-1927)**

Portrait of a lady though to be Therese Abdulla  
signed with monogram and dated '86' (lower right)  
oil on canvas

51.1 x 40.7cm (20 1/8 x 16in).

**£3,000 - 5,000**

**€3,400 - 5,600**

**US\$4,100 - 6,900**

Theresa Abdullah was the daughter of Sir Albert Sassoon's cook, she was used by Solomon as a model for the head of Delilah in his painting 'Samson' which is held in the Walker Gallery, Liverpool.

70

**THOMAS RALPH SPENCE (BRITISH,  
1845-1918)**

Classical maiden holding a bird  
signed with initials (lower right)  
oil on panel  
45.7 x 21.3cm (18 x 8 3/8in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300



70



71



72

71 \*

**HENRY EDGAR CROCKETT (BRITISH, 1870-1926)**

The ethereal knight  
signed 'Henry E Crockett' (lower left)  
watercolour  
41.9 x 61cm (16 1/2 x 24in).

£800 - 1,200

€900 - 1,400

US\$1,100 - 1,700

**Provenance**

By descent through the artist's family to the present owner.

72 \*

**HENRY EDGAR CROCKETT (BRITISH, 1870-1926)**

Mutability  
signed 'Henry E.Crockett' (lower left)  
watercolour  
43.2 x 71.1cm (17 x 28in).

£800 - 1,200

€900 - 1,400

US\$1,100 - 1,700

**Provenance**

By descent through the artist's family to the present owner.





73

73 \*

**HENRY EDGAR CROCKETT (BRITISH, 1870-1926)**

Relaxing among the trees

oil on board

51.4 x 61.6cm (20 1/4 x 24 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

By descent through the artist's family to the present owner.

74 \*

**HENRY EDGAR CROCKETT (BRITISH, 1870-1926)**

A fishing village street scene

oil on canvas

58.4 x 43.8cm (23 x 17 1/4in).

£800 - 1,200

€900 - 1,400

US\$1,100 - 1,700

**Provenance**

By descent through the artist's family to the present owner.



74



75

75 \*

**HENRY EDGAR CROCKETT (BRITISH, 1870-1926)**

Collecting tinder and water, two rural scenes

watercolour with traces of pencil

62.3 x 40.7cm (24 1/2 x 16in) and 50.2 x 40cm (19 3/4 x 15 3/4in)(2).

£800 - 1,200

€900 - 1,400

US\$1,100 - 1,700

**Provenance**

By descent through the artist's family to the present owner.

76 \*

**HENRY EDGAR CROCKETT (BRITISH, 1870-1926)**

Household chores, two portraits of a young girl

the first signed with initials and dated '24' (lower left); the other indistinctly signed and dated '24' (lower right)

watercolour and pencil

43.8 x 27.9cm (17 1/4 x 11in) and 47 x 25.4cm (18 1/2 x 10in)(2).

£600 - 800

€680 - 900

US\$830 - 1,100

**Provenance**

By descent through the artist's family to the present owner.



76



77

77

**EDGAR BARCLAY (BRITISH, 1842-1913)**

At the break of day  
signed with monogram and dated '1885.' (lower left)  
oil on canvas  
61 x 92cm (24 x 36 1/4in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,900



78

78

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

The new neighbourhood  
signed 'ALFRED/EAST' (lower right)  
watercolour and pencil  
53.4 x 99.1cm (21 x 39in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

**Provenance**

Anon. sale, Sotheby's, London, 18 April 1984, lot 146.  
With The Fine Art Society, London.  
Private collection UK.





Photograph of Wilson Barrett

79

**JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)**

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

**£10,000 - 15,000**

**€11,000 - 17,000**

**US\$14,000 - 21,000**

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

**Provenance**

Wilson Barrett Collection, UK.

Thence by descent to the present owner.

**Exhibited**

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

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

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

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

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

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



79



80

80<sup>AR</sup>

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

'The secret garden'

signed 'W Russell Flint' (lower left); signed and titled (on the reverse)

watercolour

49.5 x 67.3cm (19 1/2 x 26 1/2in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

**Provenance**

With Frost and Reed Ltd, London, no. D5317.

Anon. sale, Christie's, London, 16 November 2006, lot 239.





81

81 AR

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

Monica posing

signed 'W. RUSSELL FLINT' (lower right)

watercolour

37.5 x 55.3cm (14 3/4 x 21 3/4in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

**Provenance**

Anon. sale, Christie's, London, 25 May 2007, lot 142.



82



83

82 AR

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

*Bourdeilles sur Dronne*

signed 'W.Russell Flint' (lower left); signed and titled and further inscribed 'For Charles + Christine Wallis/with warmest regards + good wishes/from Russell, Dec. 1964' (on the backboard)

watercolour

49.5 x 67.3cm (19 1/2 x 26 1/2in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

**Provenance**

With Frost and Reed Ltd, London, no. P 9337.

83 AR

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

*On the beach*

signed 'W.RUSSELL FLINT' (lower right)

watercolour

24.7 x 33cm (9 3/4 x 13in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

**Provenance**

With The Fine Art Society Ltd, London.



84



85

84<sup>AR</sup>

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

The sphinx guarded bridge, Studley Royal, Yorkshire  
signed 'W.RUSSELL FLINT' (lower right); signed, inscribed and dated  
'Studley Royal/Oct1957' (on the reverse)

watercolour

39 x 56.8cm (15 3/8 x 22 3/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

**Provenance**

With The Fine Art Society, London, no. 5686.  
Private collection UK.

85<sup>AR</sup>

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

'The peaceful estuary'

signed 'W.RUSSELL FLINT' (lower left); signed and inscribed 'The  
Peaceful Estuary/(the South Downs from Chichester Channel)' (on the  
reverse)

watercolour

34.6 x 50.8cm (13 5/8 x 20in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

**Provenance**

With The Fine Art Society, London, no. 5475.  
Private collection UK.





86

86

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

Lighting up  
signed and dated 'Harold Harvey./1902' (lower left)  
oil on canvas  
30.8 x 25.7cm (12 1/8 x 10 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

We are grateful to Peter Risdon, who has confirmed the authenticity of the present lot on first hand inspection. The work will appear in his online catalogue of Harold Harvey's work, [www.haroldharvey.info](http://www.haroldharvey.info).

**Provenance**

With Frost and Reed Ltd.  
Private collection UK.  
Sale, Bonhams, Knightsbridge, 10 June 2014, lot 152.  
Purchased from the above sale by the current owner.



87

87

**PHILIP DE LÁSZLÓ (HUNGARIAN, 1869-1937)**

Preparatory sketch for a portrait of a lady  
signed, dated and inscribed 'P.A. de Laszló/1913, London' (lower left)  
oil on canvasboard  
40.7 x 32.7cm (16 x 12 7/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

**Provenance**

The artist's estate.  
Stephen de Laszlo, the artist's second son.  
Anon. sale, Christie's, London, 13 June 1997, lot 58.  
Anon. sale, Christie's, South Kensington, 14 October 2004, lot 45.  
Private collection UK.



88

88

**CHARLES CONDER (BRITISH, 1868-1909)**

Wych Elms, The Howe  
signed and inscribed 'SOUVENIR TO COLONEL LAWSON/CHARLES CONDER' (lower right)  
oil on board  
52 x 65.4cm (20 1/2 x 25 3/4in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,900

**Provenance**

With J S Maas & Co Ltd, London.  
Private collection UK.

89 AR

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

Still life of flowers  
signed 'DOROTHEA SHARP' (lower left)  
oil on board  
50.8 x 41.3cm (20 x 16 1/4in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,900

**Provenance**

Private collection UK



89





90

90 AR

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

'Décise, Burgundy'  
with a preparatory sketch for the work on the reverse  
signed and dated 'W.RUSSELL FLINT  
21.5.63' (lower right); signed, titled and dated  
(on the reverse)  
watercolour  
20 x 28.6cm (7 7/8 x 11 1/4in).

**£1,000 - 1,500**  
**€1,100 - 1,700**  
**US\$1,400 - 2,100**

**Provenance**

With Frost and Reed Ltd, London, no.  
D12051.  
Private collection UK.



91

91 AR

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

'Autumn, Cobonne valley, Drôme, France'  
signed 'W.RUSSELL FLINT' (lower right),  
signed and titled (on the reverse)  
watercolour  
26.7 x 37.5cm (10 1/2 x 14 3/4in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$2,100 - 2,800**

**Provenance**

Private collection UK.



92

92 \* AR

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

A glorious March morning  
signed and dated 'W RUSSELL FLINT 1908'  
(lower left); inscribed 'Beheld again after 61  
years/& quite pleased with it/WRussellFlint/  
July 28 1969', and bears title (on the reverse)  
watercolour  
39.4 x 54.9cm (15 1/2 x 21 5/8in).

**£1,500 - 2,500**  
**€1,700 - 2,800**  
**US\$2,100 - 3,500**





93



94

93 AR

**FRANK BRANGWYN (BRITISH, 1867-1956)**

St Martin's bridge, Toledo  
signed with initials and inscribed 'St Martin Toledo' (lower right)  
watercolour, charcoal, pencil and white bodycolour  
50.8 x 61.6cm (20 x 24 1/4in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

94 AR

**JOHN ANTHONY PARK (BRITISH, 1880-1962)**

The harbour at high tide  
signed 'JAPark' (lower right)  
oil on board  
40.6 x 33cm (16 x 13in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



95



96

95 AR

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

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

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

**Provenance**

The Heffer Gallery, Cambridge.

96 AR

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

Polo at Olympia  
signed and dated 'Seago 35.' (lower right)  
en grisaille  
31.8 x 47cm (12 1/2 x 18 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

**Provenance**

With Marlborough Fine Art Ltd, London, no. XL 9821.

97 AR

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

On the Appian way  
signed 'Edward Seago' (lower left)  
watercolour and pencil  
26.7 x 36.8cm (10 1/2 x 14 1/2in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

**Provenance**

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



97

98 AR

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

'Ben Nevis from near Corpach, near Fort William'  
signed and dated 'S.J.Lamorna Birch.1938.'  
(lower right) titled (on the reverse)  
watercolour, ink and pencil heightened with  
bodycolour  
38.4 x 55.6cm (15 1/8 x 21 7/8in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

**Provenance**

Spink, London, No.K3 9196.  
Anon. sale, Sotheby's, Olympia, 8 June 2005,  
lot 3.  
Private collection UK.



98

99

**ARTHUR JOSEPH GASKIN (BRITISH, 1862-1928)**

Welsh landscape  
oil on panel  
25 x 35cm (9 13/16 x 13 3/4in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

To be sold with a letter from the artist's  
daughter, Joceline V.C.Turner, in which she  
writes "...the oil painting of a Welsh landscape  
is most certainly by my late father, Arthur J.  
Gaskin, and I well remember it. I only wish it  
was mine!"



99





100



101

100<sup>AR</sup>

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

The market, Granada  
signed 'W. Lee Hankey' (lower right)  
oil on canvas  
50.8 x 61.6cm (20 x 24 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

**Provenance**

Anon. sale, Christie's, South Kensington, 10 November 2011, lot 170.

101<sup>AR</sup>

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

A street in Granada  
signed 'W. Lee Hankey' (lower left)  
oil on canvas  
51.4 x 61.6cm (20 1/4 x 24 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

**Provenance**

Anon. sale, Christie's, South Kensington, 10 November 2011, lot 170A.



102



102

102 AR

**DAVID JAGGER R.O.I. (BRITISH, 1891-1958)**

'Ponte Vecchio, Florence', 'Cahors, Pont Valentré'; a pair each signed and dated 'D.JAGGER.1913.' and titled (lower left) watercolour heightened with white each 30.5 x 20.3cm (12 x 8in)(2)

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

103 AR

**HERBERT F. ROYLE (BRITISH, 1870-1958)**

View from the bluebell wood signed 'H.Royle' (lower left) oil on canvas 60.9 x 50.8cm (24 x 20in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

Private collection UK.



103





104

104 AR

**ARTHUR WARDLE, RI (BRITISH, 1864-1949)**

Lions at midnight  
signed 'ARTHUR/WARDLE' (lower right)  
oil on board  
38.1 x 51.1cm (15 x 20 1/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

105

**CHARLES EDWIN BALDOCK (BRITISH, 19TH CENTURY)**

Study of a tiger  
signed and dated 'Chas.E.Baldock/1919' (lower left)  
oil on canvas  
60.9 x 46cm (24 x 18 1/8in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

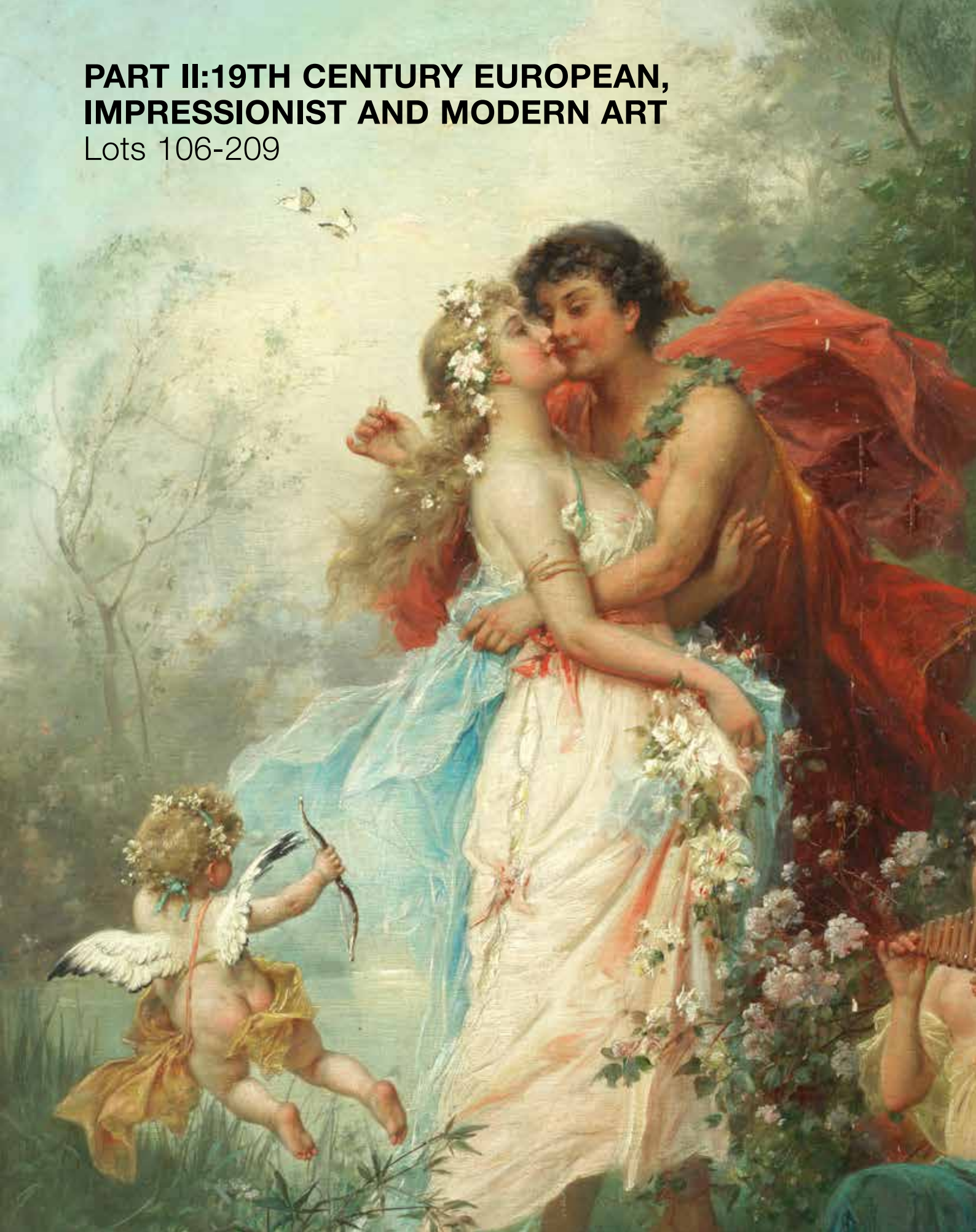


105



**PART II: 19TH CENTURY EUROPEAN,  
IMPRESSIONIST AND MODERN ART**

Lots 106-209





106



106

106

**LUIGI SERRALUNGA (ITALIAN, 1880-1940)**

Still lives of fruit; a pair  
 one signed and dated '-910-Serralunga' (upper right); the  
 other signed 'Serralunga' (upper left)  
 oil on canvas  
 54 x 80.7cm (21 1/4 x 31 3/4in)(2).

£2,000 - 3,000  
 €2,300 - 3,400  
 US\$2,800 - 4,100



107

**ÉLISE BRUYÈRE (FRENCH, 1776-1842)**

Still life of flowers in a terracotta vase  
signed 'E.Bruyere' (lower right)  
oil on canvas  
35.6 x 27cm (14 x 10 5/8in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800



107

108

**VICTOR-GABRIEL GILBERT (FRENCH, 1847-1933)**

Lady at prayer  
signed 'Victor Gilbert' (lower left)  
oil on canvas  
73.7 x 59.7cm (29 x 23 1/2in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



108





109



110

109

**GEROLAMO TRENTI (ITALIAN, 1828-1898)**

A stroll among the trees  
signed 'G Trenti' (lower left)  
oil on canvas  
56.5 x 80.7cm (22 1/4 x 31 3/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

110

**ELEUTERIO PAGLIANO (ITALIAN, 1826-1903)**

A discerning audience  
signed with monogram and dated 1867 (lower left)  
oil on canvas  
51.4 x 70.5cm (20 1/4 x 27 3/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100



111

111 AR

**HANS ZATZKA (AUSTRIAN, 1859-1949)**

Oath of love

signed 'H.Zatzka' (lower centre)

oil on canvas

79 x 58.1cm (31 1/8 x 22 7/8in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700



112



112

112

**GABRIELE CASTAGNOLA (ITALIAN, 1828-1883)**

Filippo Lippi falling in love with Lucrezia Buti, a pair each signed, inscribed and dated 'G. Castagnola/Firenze 1873' (one lower left, the other lower right)

oil on canvas

100 x 74cm (39 3/8 x 29 1/8in)(2).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Here we see depicted the development of the love affair between the artist Filippo Lippi and Lucrezia Buti. Buti was a nun at the monastery of Santa Margherita in Prato where, in 1456, Lippi would be commissioned to complete a painting for the high altar. After having used her as the model for his Madonna it is said that they fell in love and he stole her away, bringing her to his home in Florence where they remained and would go on to have two children. In the scene with Lippi on his knees one can see to the right his famed painting of the Madonna currently held in the collection of the Uffizi gallery. Buti is believed to be the model for this work along with several others by the artist.





113



114

113

**FRANCESCO BERGAMINI (ITALIAN, 1815-1883)**

The Purloiners  
signed and inscribed 'FBergamini/Roma' (lower left)  
oil on canvas  
51 x 81cm (20 1/16 x 31 7/8in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

114

**KAREL FRANS PHILIPPEAU (DUTCH, 1825-1897)**

Waiting for a nibble  
indistinctly signed (lower right)  
oil on panel  
38.1 x 45.7cm (15 x 18in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

**Provenance**

With Thomas Agnew and Sons.  
Private collection UK.



115



116

115

**ALEXANDER HUGO BAKKER KORFF (DUTCH, 1824-1882)**

Interior scene with three ladies drinking  
signed 'AH BakerKorff' (lower left)  
oil on panel  
20 x 24.2cm (7 7/8 x 9 1/2in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

116

**CHARLES LOUIS VERWEE (BELGIAN, DIED 1882)**

Preparing for the ball  
signed 'L Verwee' (lower right)  
oil on canvas  
80.7 x 65.4cm (31 3/4 x 25 3/4in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800

**Provenance**

Private collection UK.



117

117

**EDUARD VON GRÜTZNER (GERMAN,  
1846-1925)**

An afternoon of debate  
signed and dated 'Eduard Grutzner.90.' (lower  
right)

oil on canvas

86.4 x 69.8cm (34 x 27 1/2in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

**Provenance**

Private collection UK.





118



119

118

**JOSEPH (CHARLES) COGELS (BELGIAN, 1786-1831)**

An extensive landscape with ruins and cattle  
signed and dated 1810 (lower right)  
oil on canvas  
80 x 96cm (31 1/2 x 37 13/16in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100

119

**EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881)**

Sheep sheltering with a chicken  
signed and dated 'Eugène Verboeckhoven f. 1864' (lower left); signed,  
dated and indistinctly inscribed (on the reverse)  
oil on panel  
14 x 20.3cm (5 1/2 x 8in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800



120



121

120

**PIETER GEERARD SJAMAAR (DUTCH, 1819-1876)**

Card players in a tavern  
signed 'P.G.Sjamaar' (lower right)  
oil on panel  
43.5 x 58.1cm (17 1/8 x 22 7/8in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,900

**Provenance**

With Simonis & Buunk, Ede, The Netherlands, no. 3337.  
Private European Collection.

121

**KASPARUS KARSEN (DUTCH, 1810-1896)**

Trading boats on a Dutch town canal  
signed 'K Karsen' (lower left)  
oil on canvas  
51.4 x 67.3cm (20 1/4 x 26 1/2in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,500 - 8,300



122



123

122

**CHARLES HENRI JOSEPH LEICKERT (DUTCH, 1816-1907)**

A Dutch frozen river landscape  
signed 'ChLeickertf' (lower right)  
oil on panel  
26.4 x 36.2cm (10 3/8 x 14 1/4in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

123

**JAN JACOB COENRAAD SPOHLER (DUTCH, 1837-1923)**

Dutch skaters on a frozen river  
indistinctly signed 'J.J.C.Spohl??' (lower right)  
oil on canvas  
61.3 x 81.3cm (24 1/8 x 32in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

The present lot was used as the image on biscuit tins made by the Dutch manufacturing company Vereenigde Blikfabriek.

**Provenance**

Gifted to the current owner by the board of directors of The Vereenigde Blikfabriek.





124



125

124

**JAN JACOB COENRAAD SPOHLER (DUTCH, 1837-1923)**

Dutch winter scene with figures skating on the ice  
signed 'J C Spohler ft' (lower right)  
oil on canvas  
45 x 65cm (17 11/16 x 25 9/16in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

**Provenance**

With Frost & Reed, stock no. 56345S (as one of a pair).

125

**JAN JACOB COENRAAD SPOHLER (DUTCH, 1837-1923)**

Figures on a frozen river  
signed 'J J C Spohler ft' (lower right)  
oil on board  
37 x 43.5cm (14 9/16 x 17 1/8in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,800 - 4,100



126



127

126

**LOUIS APOL (DUTCH, 1850-1936)**

A woodland river in winter  
signed 'Louis Apol f' (lower left)  
oil on canvas  
33 x 42.2cm (13 x 16 5/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

127

**LOUIS APOL (DUTCH, 1850-1936)**

A river in winter  
signed 'Louis Apol f' (lower left)  
oil on canvas  
85.1 x 71.7cm (33 1/2 x 28 1/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



128

128

**LODEWIJK JOHANNES KLEIJN (DUTCH, 1817-1897)**

Skaters on a frozen river

signed 'E J Kleijn f' (lower right)

oil on canvas

50 x 79cm (19 11/16 x 31 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

129

**PIETER LODEWIJK FRANCISCO KLUYVER (DUTCH, 1816-1900)**

Figures collecting wood on a snowy path

signed 'Kluyver' (lower left)

oil on panel

21.5 x 16cm (8 7/16 x 6 5/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100



129





130



131

130

**GAETANO BELLEI (ITALIAN, 1857-1922)**

An after dinner drink  
signed 'Bellei.G.' (upper right)

oil on canvas

45.1 x 64.5cm (17 3/4 x 25 3/8in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

131

**EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)**

A good joke  
signed 'EZampighi' (lower right)

oil on canvas

59.7 x 45.7cm (23 1/2 x 18in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

**Provenance**

Private collection UK.



132

132

**PIETRO TORRINI (ITALIAN, 1852-1920)**

The rivals

signed '-Pietro Torrini' (lower left)

oil on canvas

103 x 121cm (40 9/16 x 47 5/8in).

£6,000 - 8,000

€6,800 - 9,000

US\$8,300 - 11,000





133

133

**LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)**

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

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

**Provenance**

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

**Exhibited**

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

**Literature**

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



134

134

**LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)**

*Intérieur de la ferme du ru Chailly*  
signed 'L. Lhermitte' (lower right)  
pen, ink and grey wash  
16.5 x 25.4cm (6 1/2 x 10in).  
executed circa 1887

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

The present lot is a preparatory sketch for  
a drawing which was engraved by Clément  
Bellenger as an illustration for André Theuriet's  
*La vie rustique* in 1887. It was used as the  
head piece for chapter IV, '*Le dimanche à la  
ferme*' p.29.

**Exhibited**

Paris, Librairie Artistique Launette, *Fusains de  
L. Lhermitte*, 1887.

**Literature**

(s.n.), *l'Avenir national*, 9 September 1887.  
Arthur Pougin, *L'exposition des dessin de  
Léon Lhermitte*, *l'Estafette*, 22 September  
1887.  
Monique Le Pelley Fonteny, *Léon Augustin  
Lhermitte (1844-1925) : catalogue raisonné*,  
Paris, 1991, no. 493, illustrated p. 413.



135

**GIOVANNI BOLDINI (ITALIAN, 1842-1931)**

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

£800 - 1,200

€900 - 1,400

US\$1,100 - 1,700

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

**Provenance**

The Estate of Lady Jane Abdy.  
UK collection.

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

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

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

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



135



Paul César Helleu, Alice Helleu, drypoint etching.

135



136



137



138

136

**HENRY JACQUIER (FRENCH, 1878-1921)**

A hot cup of soup  
signed and dated 'H.Jacquier 1916' (lower right)  
oil on panel  
47 x 35.6cm (18 1/2 x 14in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

137

**THÉODORE LÉVIGNE (FRENCH, 1848-1912)**

Obedience  
signed 'Theodore Levigne' (lower right)  
oil on canvas  
46 x 38.1cm (18 1/8 x 15in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

138

**GUSTAVE JEAN JACQUET (FRENCH, 1846-1909)**

Portrait of a young lady  
signed 'G Jacquet' (centre left)  
oil on panel  
41 x 31.8cm (16 1/8 x 12 1/2in).

£1,200 - 1,800

€1,400 - 2,000

US\$1,700 - 2,500

139

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

*Confidences*

signed 'DUVERGER' (lower left)

oil on panel

39 x 31.5cm (15 3/8 x 12 3/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

**Provenance**

With Cooling Galleries, London.

140

**LEON JEAN BASILE PERRAULT (FRENCH, 1832-1908)**

*Les prières*

signed and dated 'L-Perrault-70' (lower right)

oil on canvas

55.9 x 46.3cm (22 x 18 1/4in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300



139



140





141

141

**VICTOR-GABRIEL GILBERT (FRENCH, 1847-1935)**

The dancer

signed 'V.Gilbert.'

oil on canvas

82.5 x 50.2cm (32 1/2 x 19 3/4in).

unframed

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



142

142

**GEORGES ANTOINE ROCHEGROSSE (FRENCH, 1859-1938)**

The long walk home

signed and dated 'G.Rochegrosse 90' (lower right)

oil on panel

45.7 x 32.4cm (18 x 12 3/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800



143

143

**ANTONIO MARÍA DE REYNA MANESCAU (SPANISH, 1859-1937)**

Arab dealers

signed and inscribed 'A. Reyna/Roma' (lower left)

oil on canvas

58.4 x 36.2cm (23 x 14 1/4in).

**£5,000 - 7,000**

**€5,600 - 7,900**

**US\$6,900 - 9,700**

**Provenance**

With Phillips & MacConal, Castle street, Liverpool.





144



146



145

144

**VETTORE ZANETTI-ZILLA (ITALIAN, 1864-1945)**

Venetians at the foot of the Rialto Bridge  
signed and inscribed 'Vettore Zanetti/Venezia' (lower left)  
oil on board  
50.2 x 24.8cm (19 3/4 x 9 3/4in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

145

**FRANCESCO PELUSO (ITALIAN, BORN 1836)**

Mother and children in a doorway  
signed 'F Peluso' (lower right)  
oil on canvas  
45.7 x 35.6cm (18 x 14in).

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

146

**ENRICO GAMBA (ITALIAN, 1831-1883)**

The wedding  
signed 'Gamba' (lower left)  
watercolour  
49.5 x 38.7cm (19 1/2 x 15 1/4in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100





147

147

**LÉON LEGAT (FRENCH, BORN 1829)**

A fishing lesson

signed 'Legat' (lower left)

oil on canvas

44.4 x 31.1cm (17 1/2 x 12 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

148

**ANTOINE AUGUSTE ERNEST HÉBERT (FRENCH, 1817-1908)**

*Jeune chasseresse*

signed, inscribed and dated 'Hébert Roma 1889' (on the stretcher verso)

oil on canvas

27.7 x 21cm (10 7/8 x 8 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

149

**LEANDRO RAMÓN GARRIDO (SPANISH, 1868-1909)**

Portrait of a young girl

signed and dated 'L.R.Garrido/1902' (lower right)

oil on canvas

57.2 x 33.6cm (22 1/2 x 13 1/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

**Provenance**

Private family collection since approximately 1936.



148



149



150



151

150

**LEO A. MALEMPRE (FRENCH/BRITISH, EXHIBITED 1887-1901)**

*Femme assise et son chat*

signed and dated 'L. Malempré/1911' (lower right)

oil on canvas

50.5 x 61cm (19 7/8 x 24in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

151

**DELPHIN ENJOLRAS (FRENCH, 1857-1945)**

*Evening by lamplight*

signed 'D'Enjolras' (lower left)

pastel

55.9 x 37.8cm (22 x 14 7/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



152

**ANGELO DELLA MURA (ITALIAN, 1867-1922)**

The road to Maiori  
signed and inscribed 'A.Della Mura/Maiori'  
(lower right)  
oil on canvas  
30.5 x 59cm (12 x 23 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

153

**ALEXANDRE RENÉ VERON (FRENCH, 1826-1897)**

*Coucher de soleil*  
signed 'AR VERON' (lower left)  
oil on canvas  
43.5 x 73cm (17 1/8 x 28 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

Sale: Sotheby's London, 19th Century  
European Paintings, 7 April 2000, Lot 117.

154

**LUIGI PASTEGA (ITALIAN, 1858-1927)**

The fruit seller  
signed 'LPastega' (lower right)  
oil on canvas  
29.8 x 40cm (11 3/4 x 15 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100



152



153



154





155



156

155

**LORENZO DELLEANI (ITALIAN, 1840-1908)**

*Paesaggio con alberi*

signed and dated '30.7.86. Delleani' (lower left)

oil on board

31.1 x 45.1cm (12 1/4 x 17 3/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

156

**CARL WILHELM WILHELMSON (SWEDISH, 1866-1928)**

*Landscape with a windmill*

signed and dated 'C. Wilhelmson.94' (lower left)

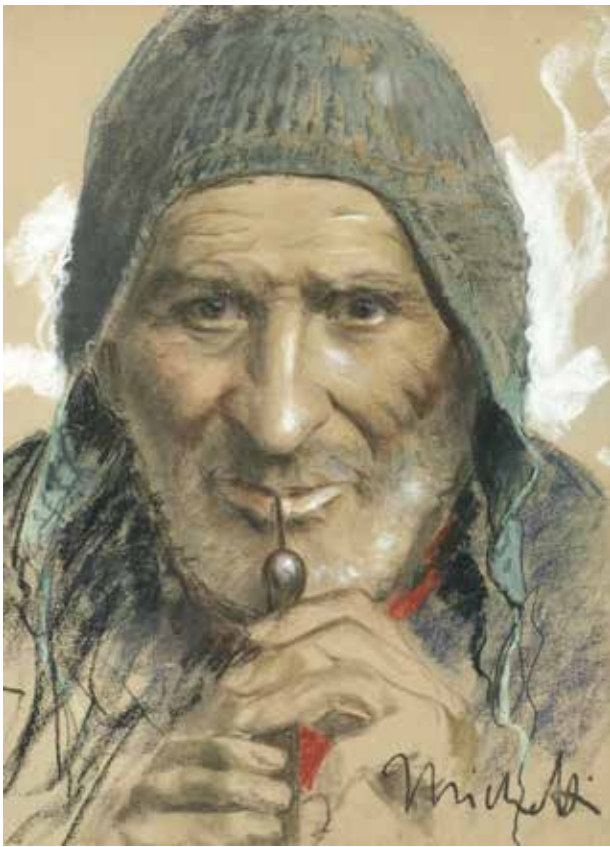
watercolour

38.1 x 26.7cm (15 x 10 1/2in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800



157

157

**FRANCESCO PAOLO MICHETTI (ITALIAN, 1851-1929)**

Neapolitan musician  
signed 'Michetti' (lower right)  
pastel  
35.5 x 26cm (14 x 10 1/4in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800

158

**HERMANN ARMIN KERN (HUNGARIAN, 1839-1912)**

A simple lunch  
signed and indistinctly dated 'Kern H/190?' (lower right)  
oil on canvas  
48.3 x 31.7cm (19 x 12 1/2in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

159

**BEPPE CIARDI (ITALIAN, 1875-1932)**

'La capretta'  
signed and dated 'Beppe/Ciardi 924' (lower left); signed, dated and  
titled (on the reverse)  
oil on board  
40 x 29.5cm (15 3/4 x 11 5/8in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



158



159





160

160

**F. MARTIN (ITALIAN)**

The Temple of Hercules Victor & the Fountain of the Tritons  
signed 'F.Martin/Rome' (lower right)  
watercolour heightened with white  
51.4 x 72.7cm (20 1/4 x 28 5/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100



161

161

**GIUSEPPE COSENZA (ITALIAN, 1847-1922)**

'Napoli'  
signed and inscribed 'G.Cosenza/Napoli' (lower right)  
oil on board  
17.2 x 22.9cm (6 3/4 x 9in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

Anon. sale, Doyle New York, 18 September 2012, lot 24.



162

162

**GIOACCHINO LA PIRA (ITALIAN, 1839-1870)**

Neapolitan fishermen  
signed 'La Pira' (lower right)  
goauche  
41.3 x 63.5cm (16 1/4 x 25in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100





163

163

**ANTONINO LETO (ITALIAN, 1844-1913)**

View of the Neapolitan coast  
signed 'Leto' (lower left)  
oil on board  
26 x 41.3cm (10 1/4 x 16 1/4in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

164

**ANTONIO ERMOAO PAOLETTI (ITALIAN, 1834-1912)**

Admiring the balloon, Venice  
signed and inscribed 'Antonio Paoletti fu Giovn / Venezia' (lower right)  
oil on canvas  
34 x 23cm (13 3/8 x 9 1/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



164

165

**FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)**

*'Golfe de Salerno, Italie'*

signed 'F R Unterberger.' (lower right); signed and titled (on the reverse)

oil on canvas

60 x 112cm (23 5/8 x 44 1/8in).

**£8,000 - 12,000**

**€9,000 - 14,000**

**US\$11,000 - 17,000**



165





166



167

166

**HENRY LEROLLE (FRENCH, 1848-1929)**

*Les moissonneuses*

signed 'h.Lerolle' (lower right)

oil on canvas

59.7 x 73.7cm (23 1/2 x 29in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

167

**HIPPOLYTE CAMILLE DELPY (FRENCH, 1842-1910)**

*Among the poppies*

signed and dated 'H.C. Delpy. 79' (lower left)

oil on panel

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

£3,000 - 4,000

€3,400 - 4,500

US\$4,100 - 5,500

168

**PAUL EMILE CHABAS (FRENCH, 1869-1937)**

*Baigneuse*

signed 'Paul-Chabas' (lower left)

oil on canvas

73.7 x 60.3cm (29 x 23 3/4in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800



168

169

**HIPPOLYTE PRADELLES (FRENCH, BORN 1824)**

*Chemin en foret*

signed 'Hk.Pradelles' (lower left)

oil on canvas

99.7 x 81.3cm (39 1/4 x 32in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



169



170

170

**HEINRICH HILLER (GERMAN, 1866-1894)**

A panorama of Capri  
signed 'Heinr.Hiller' (lower right)  
oil on canvas  
80.7 x 130.8cm (31 3/4 x 51 1/2in).

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



171

171

**GEORG FISCHHOF (AUSTRIAN, 1859-1920)**

Neapolitan coastal landscape  
signed 'a.l.Terni' (lower left)  
oil on canvas  
50.2 x 81.3cm (19 3/4 x 32in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100

172

**EMIL THEODOR RICHTER (GERMAN, 1801-1871)**

Porta Furbass, Rome  
signed and indistinctly dated 'Richter 18??'  
(lower right)  
oil on canvas  
49.2 x 59cm (19 3/8 x 23 1/4in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,400 - 2,100



172





173

173

**DIETRICH WILHELM LINDAU (GERMAN, 1799-1862)**

Driving cattle before the Porta San Paolo and Pyramid of Cestius,  
Rome

signed and indistinctly dated 'Lindau.Rom 18-'

oil on canvas

95.9 x 125.7cm (37 3/4 x 49 1/2in).

£6,000 - 8,000

€6,800 - 9,000

US\$8,300 - 11,000

**Provenance**

Anon. sale, Neumeister, Munich, 19 March 2003, lot 628.



174



175

174 AR

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

Winter landscape with a Danish homestead

signed 'Harald Pryn' (lower left)

oil on canvas

102.8 x 135.9cm (40 1/2 x 53 1/2in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

175 AR

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

A snowy wooded landscape, Rudeskov, Denmark

signed and inscribed 'Harald Pryn Rudeskov' (lower left)

oil on canvas

69.8 x 99.7cm (27 1/2 x 39 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



176



177

176 AR

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

A snow laden road  
signed 'Harald Pryn' (lower left)  
oil on canvas  
50.2 x 70.5cm (19 3/4 x 27 3/4in).

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

177

**PETER MARIUS HANSEN (DANISH, 1868-1928)**

Summer afternoon apple picking  
signed with initials (lower right)  
oil on canvas  
41.3 x 50.2cm (16 1/4 x 19 3/4in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$2,100 - 2,800





178



179

178 AR

**JACQUES MARTIN-FERRIÈRES (FRENCH, 1893-1972)**

The Grand Canyon, Colorado  
signed 'Martin-Ferrières' (lower right)  
oil on canvas  
64.7 x 81.3cm (25 1/2 x 32in).  
painted in 1966

**£1,500 - 2,000**

**€1,700 - 2,300**

**US\$2,100 - 2,800**

**Provenance**

An inscription on the reverse of the work reads: 'cette representation du Grand Canyon du Colorado a été peinte par mon père Jac Martin Ferrières en 1966. J'ai offert cette toile en 1989 à Marie Rachèle Szigeti et à Richard Davis avec mes meilleurs vœux de bonheur. Neuilly /Seine 28'

179 AR

**GABRIEL DESCHAMPS (FRENCH, BORN 1919)**

Monte Carlo  
signed 'G.Deschamps' (lower right)  
oil on canvas  
80.6 x 60.6cm (31 3/4 x 23 7/8in).

**£2,500 - 3,500**

**€2,800 - 3,900**

**US\$3,500 - 4,800**



180



181

180 AR

**GEORG MAYER-MARTON (HUNGARIAN, 1897-1960)**

Crib Goch, Wales

oil on canvas

50.8 x 60.9cm (20 x 24in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

181 AR

**RENÉ CHARLES EDMOND HIS (FRENCH, 1877-1960)**

*Rivière sous bois*

signed 'E.René.His' (lower right)

oil on canvas

47 x 62.2cm (18 1/2 x 24 1/2in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

**Provenance**

With Frost & Reed Ltd.

Purchased from the above by the current owner.





182



183

182 AR

**ANTOINE BOUVARD (FRENCH, 1870-1956)**

The Grand Canal, Venice  
signed 'Bouvard' (lower right)  
oil on canvas  
38.1 x 55.9cm (15 x 22in).

£5,000 - 7,000  
€5,600 - 7,900  
US\$6,900 - 9,700

183 \* AR

**ANTOINE BOUVARD (FRENCH, 1870-1956)**

Gondolier on a Venetian canal  
signed 'Bouvard' (lower right)  
oil on canvas  
50.2 x 65.4cm (19 3/4 x 25 3/4in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,500 - 8,300

**Provenance**

With H & P de Casseres of London and Harrogate.





184



184

184<sup>AR</sup>

**ANTOINE BOUVARD (FRENCH, 1870-1956)**

Morning, Venice and Evening, Venice; a pair  
each signed 'Bouvard' (lower right)

oil on canvas

24.2 x 33cm (9 1/2 x 13in) (2).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800



185



186

185 AR

**MARCEL DYF (1899-1985)**

*'Verger en Ile de France'*

signed 'Dyf' (lower right)

oil on canvas

46.3 x 55.3cm (18 1/4 x 21 3/4in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 3662.

The lot is accompanied by three photographs of the artist executing the work.

**Provenance**

With Frost & Reed Ltd.

Acquired from the above by the present owner, 15 May 2003.

186 AR

**MARCEL DYF (1899-1985)**

*'Parc à huîtres en Bretagne'*

signed 'Dyf' (lower right)

oil on canvas

46.3 x 55.3cm (18 1/4 x 21 3/4in).

painted in 1968

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 3233

**Provenance**

With Frost and Reed, Ltd, no. 42743.

With E. Stacy Marks Ltd, Eastbourne, no.

D.1241.

Private collection UK.

187 AR

**MARCEL DYF (1899-1985)**

*'Le marché aux fleurs sur les Lices à Arles'*

signed 'Dyf' (lower right)

oil on canvas

46.3 x 55.2cm (18 1/4 x 21 3/4in).

painted in 1966

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 1268.

**Provenance**

With Frost & Reed Ltd, no. 574165.

Private collection UK.

188 AR

**MARCEL DYF (1899-1985)**

*'Soucis et Marguerites'*

signed 'Dyf' (lower right)

oil on canvas

81.3 x 65.4cm (32 x 25 3/4in).

painted in 1940

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 5096.

**Provenance**

Private collection UK.



187



188





189

189 AR

**ULISSE CAPUTO (ITALIAN, 1872-1948)**

Portrait of a lady holding a fan  
signed 'U. Caputo' (lower right)  
oil on canvas  
65.4 x 81.3cm (25 3/4 x 32in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700



190

190 \*

**LEV TCHISTOVSKY (RUSSIAN, 1902-1969)**

Still life of orchids in a blue vase  
signed 'LTchistovsky' (lower right)  
oil on board  
55.9 x 47cm (22 x 18 1/2in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

**Provenance**

With E.Stacy Marks Ltd, 1974, no. T21A, and 1987, no T21B.

191

**KONSTANTIN RAZUMOV (RUSSIAN, BORN 1961)**

Portrait of a lady  
indistinctly signed (lower right); signed and indistinctly inscribed (on the reverse)  
oil on canvas  
41.2 x 33cm (16 1/4 x 13in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100



191





192



193

192 <sup>AR</sup>

**NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

Venetian scene with a distant view of the Campanile  
signed 'Bouvard' (lower right)

oil on canvas

50.8 x 65.4cm (20 x 25 3/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

193 <sup>AR</sup>

**NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

Venetian canal with the Campanile in the distance  
signed 'Bouvard' (lower right)

oil on canvas

49.5 x 65.1cm (19 1/2 x 25 5/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900





194



195

194 AR

**NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

Gondolier on a Venetian backwater

signed 'Bouvard' (lower right)

oil on canvas

49.5 x 65.1cm (19 1/2 x 25 5/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

195 AR

**NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

Gondoliers on a Venetian canal

signed, dated and inscribed 'a Madame Peret/Bouvard 64' (lower right)

oil on canvas

50.2 x 65.4cm (19 3/4 x 25 3/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



196

196 AR

**MARCEL DYF (1899-1985)**

*'Danseurs de music-hall'*

signed 'Dyf' (lower left)

oil on canvas

55.8 x 46.4cm (21 15/16 x 18 1/4in).

painted in 1950

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's works under no. 1169.

**Provenance**

Private collection UK.

197 AR

**MARCEL DYF (1899-1985)**

*'Fille aux images'*

signed 'Dyf' (lower right)

oil on canvas

55.3 x 46.3cm (21 3/4 x 18 1/4in).

painted in 1965

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 1438.

**Provenance**

With Frost and Reed Ltd, London, no. 36813.

Private collection UK.



197



198

198

**JACQUELINE MARVAL (FRENCH, 1866-1932)**

*La belle rose*

signed 'marval' (centre right); bears title (on the reverse)

oil on canvas

94 x 125.1cm (37 x 49 1/4in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700





199

199

**EUGÈNE GALIEN-LALOUÉ (FRENCH, 1854-1941)**

*La place de la Concorde*

signed 'E. Galien Laloue' (lower left)

watercolour and bodycolour with pen and ink

19.7 x 31.1cm (7 3/4 x 12 1/4in).

£6,000 - 8,000

€6,800 - 9,000

US\$8,300 - 11,000

**Provenance**

Private collection UK.

200

**EUGENE GALIEN-LALOUÉ (FRENCH, 1854-1941)**

*Canal au soleil couchant*

signed 'M. Lenoir' (lower left)

oil on canvas

54.6 x 65.4cm (21 1/2 x 25 3/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$2,100 - 2,800

201 AR

**ANDRE MASSON (FRENCH, 1896-1987)**

*Vue de Venise*

signed and dated 'Andre Masson.51' (lower right)

lithographic crayon on paper

30.5 x 40.6cm (12 x 16in).

£1,200 - 1,800

€1,400 - 2,000

US\$1,700 - 2,500

The authenticity of this work has been confirmed by the Comité Masson.

**Provenance**

Sale, Collection of Boris Kochno, Sotheby's, Monaco, 11-12 October 1991, lot 41.

Anon. sale Rosebery's, London, 9 March 2010, lot 1040.

Acquired from the above sale by the current owner.



200



201

202 <sup>AR</sup>

**YVES BRAYER (FRENCH, 1907-1990)**

*'Jeux de Gardians'*

signed 'YVES BRAYER' (lower left); signed, dated and titled '1956'  
(on the reverse)

oil on canvas

97.8 x 130.2cm (38 1/2 x 51 1/4in).

painted in 1956

**£8,000 - 12,000**

**€9,000 - 14,000**

**US\$11,000 - 17,000**

**Exhibited**

Paris, *Les Peintres Témoins de leur Temps*, 1957.

**Literature**

André Chamson, *Yves Brayer*, Pierre Cailler, Lausanne, 1958 and  
1963, no. 106, repr. n/b.

L. Harambourg, H. Brayer, O. Brayer and C. Brayer, *Yves Brayer:  
Catalogue Raisonné De L'Oeuvre Peint, Tome 1: 1921-1960*,  
Lausanne, 1999, no.1681, illustrated p.341.





202



203

203

**ERNEST ROUART (FRENCH, 1874-1942)**

*Elégante et caleche, avenue du Bois*

signed 'Ernest Rouart' (lower right)

pastel on canavs

81 x 59cm (31 7/8 x 23 1/4in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

**Provenance**

Anon sale, Chochon-Barré & Allardi, Paris, 18 December

2000, lot 25.

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.



204



205

204 AR

**BLANCHE CAMUS (1881-1968)**

*Femme au jardin*

signed 'Bl. Camus' (lower left)

oil on canvas

61 x 73.7cm (24 x 29in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,500 - 8,300

205 AR

**BLANCHE CAMUS (1881-1968)**

*Jeune fille sous les oranges*

signed 'Bl Camus' (lower left)

oil on canvas

46.3 x 61cm (18 1/4 x 24in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900





206

206 <sup>AR</sup>

**GEORGES D'ESPAGNAT (FRENCH, 1870-1950)**

Seated nude

signed with initials (lower right)

oil on canvas

81.9 x 66.7cm (32 1/4 x 26 1/4in).

**£4,000 - 6,000**

**€4,500 - 6,800**

**US\$5,500 - 8,300**

This work is accompanied by a certificate of authenticity from Jean Dominique Jacquemond.

**Provenance**

Private European collection.

207 AR

**BERNARD LORJOU (FRENCH, 1908-1986)**

Still life of flowers

signed 'Lorjou' (lower right)

oil on canvas

65.4 x 50.2cm (25 3/4 x 19 3/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

The authenticity of this work has kindly been confirmed by Junko Shibamura of the Association Bernard Lorjou.

**Provenance**

Private collection UK.

208 \* AR

**LOUIS VALTAT (1869-1952)**

*'Jeune fille blonde au noeud de Velours noir'*

signed with initials (lower right)

oil on panel

32.4 x 23.2cm (12 3/4 x 9 1/8in).

painted in 1897

£2,000 - 3,000

€2,300 - 3,400

US\$2,800 - 4,100

**Provenance**

Anon. sale, Sotheby's, London, 2 December 1982, lot 419.

Private collection UK.

**Literature**

J. Valtat, *Louis Valtat: catalogue de l'œuvre peint, 1869-1952* Vol. 1, Neuchâtel: Éditions Ides et Calendes, 1977, no.165. (illustrated p. 19).



207



208



209

209<sup>AR</sup>

**FILIPPO DE PISIS (1896-1956)**

*Veduta di città (Parigi?)*

signed and dated 'Pisis/47' (lower right)

oil on canvas

70.1 x 49.5cm (27 5/8 x 19 1/2in).

painted in 1947

**£6,000 - 8,000**

**€6,800 - 9,000**

**US\$8,300 - 11,000**

This work is registered in the Associazione per Filippo de Pisis archives, under no. 04123.



## **END OF SALE**

The next British and European Art Sale  
will take place on the 3rd July and will  
close for entries on the 4th May





# INDEX

## Artist

## Lot No

Apol, Louis	126, 127	Earl, Maud	33
Baldock, Charles E. M.	105	Early 19th Century English School	41
Barclay, Edgar	77	East, Sir Alfred	78
Bellei, Gaetano	130	Emms, John	14, 35, 36, 37
Bergamini, Francesco	113	Enjolras, Delphin	151
Birch, Samuel John Lamorna	98	Farny, Henry F.	45
Boldini, Giovanni	135	Fischhof, Georg	171
Bouvard, Antoine	182, 183, 184	Flint., William Russell	80, 81, 82, 83, 84, 85, 90, 91, 92
Bouvard, Noel Georges	192, 193, 194, 195	Foster, Herbert Wilson	54
Bramley, Frank	55	Foster, Myles Birket	52
Brangwyn, Frank	93	French, Percy	47
Brayer, Yves	202	Frith, William Powell	43
Bréanski Snr, Alfred de	9, 10, 11, 12	Gallen-Laloue, Eugene	199, 200
Bruyère, Élise	107	Gamba, Enrico	146
Bundy, Edgar	31	Garrido, Leandro Ramón	149
Camus, Blanche	204, 205	Gaskin, Arthur Joseph	99
Caputo, Ulisce	189	Gilbert, Victor-Gabriel	108, 141
Castagnola, Gabriele	112	Gilroy, John Thomas Young	34
Chabas, Paul Emile	168	Glendening Jr., Alfred	32
Ciardi, Beppe	159	Glendening, Alfred Augustus	3, 26, 27
Clausen,, George	51	Grimshaw, John Atkinson	79
Clayton, Harold	64	Grützner, Eduard von	117
Cogels, Joseph (Charles)	118	Haigh-Wood, Charles	61
Collins, William	38	Hankey, William Lee	100, 101
Conder, Charles	88	Hansen, Peter Marius	177
Cooper,, Thomas Sidney	1	Hardy, Heywood	13
Cosenza, Giuseppe	161	Harvey, Harold	86
Cox, Frank E.	57	Hébert, Antoine Auguste Ernest	148
Crockett, Henry Edgar	71, 72, 73, 74, 75, 76	Henshall, John Henry	23
Cromek, Thomas Hartley	46	Hill, James John	30
D'Espagnat, Georges	206	Hiller, Heinrich	170
Davidson, Allan Douglas	67	His, René Charles Edmond	181
de László, Philip	87	Hunt, Alfred William	18
de Pisis, Filippo	209	Hunt, Edgar	7, 8
Delleani, Lorenzo	155	Hunt, Walter	6, 15
Delpy, Hippolyte Camille	167	Hunt, William Holman	50
Deschamps, Gabriel	179	Jacquet, Gustave Jean	138
Duncan, Edward	19	Jacquier, Henry	136
Duverger, Théophile Emmanuel	139	Jagger, David	102
Dyf, Marcel	185, 186, 187, 188, 196, 197	James, Edith Augusta	68

# INDEX

## Artist

## Lot No

Karsen, Kasparus	121	Pradelles, Hippolyte	169
Kennedy, Cecil	58, 62, 63	Pritchett, Edward	39
Kern, Hermann Armin	158	Pryn, Harald Julius Niels	174, 175, 176
Kilburne, George Goodwin	53	Razumov, Konstantin	191
Kleijn, Lodewijk Johannes	128	Reyna Manescau, Antonio María de	143
Kluyver, Pieter Lodewijk Francisco	129	Richmond, George	22
Korff, Alexander Hugo Bakker	115	Richter, Emil Theodor	172
La Pira, Gioacchino	162	Ritchie, John	20
Leader, Benjamin Williams	4, 5	Roche-grosse, Georges Antoine	142
Legat, Léon	147	Rouart, Ernest	203
Leickert, Charles Henri Joseph	122	Royle, Herbert F.	103
Lerolle, Henry	166	Seago, Edward	95, 96, 97
Leto, Antonino	163	Serralunga, Luigi	106
Lévigne, Théodore	137	Sharp, Dorothea	89
Lewis, Charles James	29	Shayer, William	2
Lhermitte, Léon Augustin	133, 134	Sheard, Thomas Frederick Mason	66
Lindau, Dietrich Wilhelm	173	Sjamaar, Pieter Geerard	120
Lorjou, Bernard	207	Small, William	28
Malempre, Leo A.	150	Smythe, Lionel Percy	44
Margetson, Helen Howard	59	Solomon, Solomon Joseph	69
Martin, F.	160	Spence, Thomas Ralph	70
Martin-Ferrières, Jacques	178	Spohler, Jan Jacob Coenraad	123, 124, 125
Marval, Jacqueline	198	Stanfield, George Clarkson	40
Masson, Andre	201	Tchistovsky, Lev	190
Mayer-Marton, Georg	180	Torrini, Pietro	132
Michetti, Francesco Paolo	157	Trenti, Gerolamo	109
Middleton, John	48, 49	Unterberger, Franz Richard	165
Midwood, William Henry	42	Valtat, Louis	208
Mura, Angelo Della	152	Verboeckhoven, Eugène	119
O'Neil, Henry Nelson	21	Veron, Alexandre René	153
Oates, Bennett	65	Verwee, Charles Louis	116
Pagliano, Eleuterio	110	Walker, Charles J.	56
Paoletti, Antonio Ermoao	164	Walker, John Hanson	60
Park, John Anthony	94	Wardle, Arthur	104
Pastega, Luigi	154	Watson, C.E.	25
Peluso, Francesco	145	Wilhelmson, Carl Wilhelm	156
Percy, Sidney Richard	17	Williams, Alfred Walter	24
Perrault, Leon Jean Basile	140	Zampighi, Eugenio	131
Pether, Sebastian	16	Zanetti-Zilla, Vettore	144
Philippeau, Karel Frans	114	Zatzka, Hans	111



## 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.

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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](http://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](mailto: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.

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	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> .	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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	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.
8.1.2	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> ,	10.6	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.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	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".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	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.
8.1.6	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;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;			10.11	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> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	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			<b>11</b>	<b>GOVERNING LAW</b>
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.				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.
8.2	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.	<b>10</b>	<b>MISCELLANEOUS</b>		
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*.

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>		
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;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>
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.
		<b>9</b>	<b>FORGERIES</b>
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		<b>10</b>	<b>OUR LIABILITY</b>
		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	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>  Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:  the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and  you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and  within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  but not if:  the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .  The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	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.
		<b>12 MISCELLANEOUS</b>	<b>13</b>	<b>GOVERNING LAW</b>  All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>  Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
		12.2 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.		<b>APPENDIX 3</b>
		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.		<b>DEFINITIONS AND GLOSSARY</b>  Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		<b>LIST OF DEFINITIONS</b>  "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i> ). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		



**"Bidder"** a person who has completed a *Bidding Form*.

**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

**"Book"** a printed *Book* offered for *Sale* at a specialist *Book Sale*.

**"Business"** includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://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 "indemnity" is construed accordingly.

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

# Bonhams Specialist Departments

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

## 19th Century Paintings

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

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art

U.S.A  
Fredric Backlar  
+1 323 436 5416

## American Paintings

Liz Goodridge  
+1 917 206 1621

## Antiquities

Francesca Hickin  
+44 20 7468 8226

## Antique Arms & Armour

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

## Art Collections, Estates & Valuations

Harvey Cammell  
+44 (0) 20 7468 8340

## Art Nouveau & Decorative Art & Design

UK  
Mark Oliver  
+44 20 7393 3856  
U.S.A  
Benjamin Walker  
+1 212 710 1306  
Dan Tolson  
+1 917 206 1611

## Australian Art

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

## Australian Colonial Furniture and Australiana

+61 2 8412 2222

## Books, Maps & Manuscripts

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

## British & European Glass

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

## British Ceramics

UK  
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+44 20 7468 8244

## California & American Paintings

Scot Levitt  
+1 323 436 5425

## Carpets

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carpets@bonhams.com  
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+1 415 503 3392

## Chinese & Asian Art

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

## Clocks

UK  
James Stratton  
+44 20 7468 8364  
U.S.A  
Jonathan Snellenburg  
+1 212 461 6530

## Coins & Medals

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

## Contemporary Art

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

## Entertainment Memorabilia

UK  
Katherine Schofield  
+44 20 7393 3871  
U.S.A  
Catherine Williamson  
+1 323 436 5442

## European Ceramics

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

## Furniture

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

## European Sculptures & Works of Art

UK  
Michael Lake  
+44 20 8963 6813

## Greek Art

Anastasia Orfanidou  
+44 20 7468 8356

## Golf Sporting Memorabilia

Kevin Mcgimpsey  
+44 131 240 2296

## Irish Art

Penny Day  
+44 20 7468 8366

## Impressionist & Modern Art

UK  
India Phillips  
+44 20 7468 8328  
U.S.A  
Nathania Nisonson  
+1 917 206 1617

## Indian, Himalayan & Southeast Asian Art

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

## Islamic & Indian Art

Oliver White  
+44 20 7468 8303

## Japanese Art

UK  
Suzannah Yip  
+44 20 7468 8368  
U.S.A  
Jeff Olson  
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## Jewellery

UK  
Jean Ghika  
+44 20 7468 8282  
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Caroline Morrissey  
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HONG KONG  
Graeme Thompson  
+852 3607 0006

## Marine Art

UK  
Veronique Scorer  
+44 20 7393 3962

## Mechanical Music

Jon Baddeley  
+44 20 7393 3872

## Modern, Contemporary & Latin American Art

U.S.A  
Alexis Chompaisal  
+1 323 436 5469

## Modern & Contemporary Middle Eastern Art

Nima Sagharchi  
+44 20 7468 8342

## Modern & Contemporary South Asian Art

Tahmina Ghaffar  
+44 207 468 8382

## Modern Design

Gareth Williams  
+44 20 7468 5879

## Motor Cars

UK  
Tim Schofield  
+44 20 7468 5804  
U.S.A  
Mark Osborne  
+1 415 503 3353  
EUROPE  
Philip Kantor  
+32 476 879 471

## Automobilia

UK  
Toby Wilson  
+44 8700 273 619  
Adrian Papiroso  
+44 8700 273621

## Motorcycles

Ben Walker  
+44 8700 273616

## Native American Art

Ingmars Lindbergs  
+1 415 503 3393

## Natural History

U.S.A  
Claudia Florian  
+1 323 436 5437

## Old Master Pictures

UK  
Andrew McKenzie  
+44 20 7468 8261  
U.S.A  
Mark Fisher  
+1 323 436 5488

## Orientalist Art

Charles O'Brien  
+44 20 7468 8360

## Photography

U.S.A  
Laura Paterson  
+1 917 206 1653

## Prints and Multiples

UK  
Lucia Tro Santafe  
+44 20 7468 8262  
U.S.A  
Morisa Rosenberg  
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## Russian Art

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Daria Chernenko  
+44 20 7468 8334  
U.S.A  
Yelena Harbick  
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## Scientific Instruments

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U.S.A.  
Jonathan Snellenburg  
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