BRITISH AND EUROPEAN ART

Tuesday 3 July 2018 Knightsbridge, London

Bonhams

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BRITISH AND EUROPEAN ART

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART PART II: 19TH CENTURY EUROPEAN, IMPRESSIONIST & MODERN ART Tuesday 3 July 2018 at 1pm Knightsbridge, London

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Please see back of catalogue for important notice to bidders

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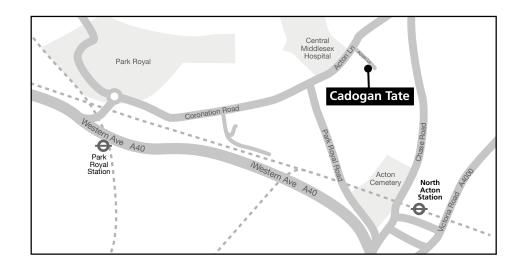
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All other sold lots will remain in the Collections room at Knightsbridge For a period of not less than 14 calendar days from the sale date Tuesday 3 July 2018. Lots not collected by 5.30pm Monday 16 July 2018 will be returned to the Department storage charges may apply.

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 3 July 2018. Charges will apply from 9am Tuesday 17 July 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 £42.00 +VAT per lot for Furniture, Large Pictures & Large Objects

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† 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

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Payment at time of collection by:

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

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

SELEPING CAREFUL

BEDS

Lots 1-114







1 JOHN MULCASTER CARRICK (BRITISH, 1833-1896)

The Solidor - St Servan, St Malo signed and dated 'J M Carrick.1878.' (lower left); bears title on label (attached to the reverse) oil on board $20 \times 27.5 cm$ (7 7/8 x 10 13/16in).

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

2

THOMAS COOPER GOTCH (BRITISH, 1854-1931)

Cornish seascape signed 'T.C.Gotch' (lower right) watercolour 12 x 21cm (4 3/4 x 8 1/4in).

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

Provenance Private collection UK.

З

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

Aberdovey Bay, Wales signed and dated 'B.W.LEADER.1908.' (lower left) oil on canvas laid to board $40.7 \times 61 cm$ (16 x 24in).

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

Provenance

With Leicester Galleries, London. Private collection UK.





5

4

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

By the river signed and dated 'B.W.LEADER.1899' (lower left) oil on board 32.4 x 43.2cm (12 3/4 x 17in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000 5

ALFRED AUGUSTUS GLENDENING (BRITISH, 1840-1921) River landscape with swans

signed 'A.A.Glendening' (lower right) oil on canvas 40.6 x 61.3cm (16 x 24 1/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000





EDWARD CHARLES BARNES (BRITISH, CIRCA 1830-1882)

Thoughts of home signed 'EcBarnes' (lower left) oil on canvas 50.8 x 66cm (20 x 26in).

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

6

7

HENRY JAMES JOHNSTONE (1835-1907)

The shrimper signed 'H.J.Johnstone' (lower right) watercolour 26.7 x 17.8cm (10 1/2 x 7in).

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

6 | BONHAMS





8

8

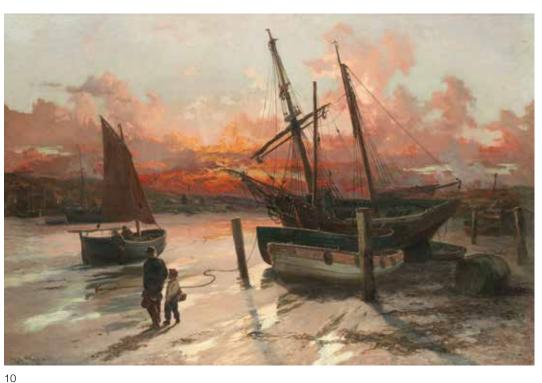
WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

Fishing boats in choppy waters; Shipping near the coast at dusk each signed 'WThornley' (lower right) oil on canvas each 20. x 40.6cm (8 1/8 x 16in).(2)

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

Provenance With The Royal Exchange Art Gallery, London.





CARLTON ALFRED SMITH, RI, RBA, ROI (BRITISH, 1853-1946)

The day's catch signed and dated 'Carlton.A.Smith.1887.' (lower left) oil on canvas $50.8 \times 76.8 cm$ (20 x 30 1/4in).

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

9

10

THOMAS ROSE MILES (BRITISH, ACTIVE 1869-1906) Evening, above the bridge, Whitby signed 'T.RMiles' (lower left)

oil on canvas 61 x 91.5cm (24 x 36in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400





11

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

'A misty morning, Blackwall Reach'; Sunset across the harbour both signed with monogram 'WT'(the first lower right, the second lower left); the first signed 'W.A.Thornley', titled and inscribed with the artist's address (on artist's label verso); the second signed and inscribed with artist's address (on fragment of artist's label verso) oil on panel

each 20.6 x 40.6cm (8 1/8 x 16in).(2)

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400





12 JAMES BAKER PYNE (BRITISH, 1800-1870), AND THOMAS SIDNEY COOPER (BRITISH, 1803-1902)

Wooded landscape, with drover, cattle and goats on a path signed and dated 'JBPyne 1844' (lower right) oil on canvas *48.3 x 74.3cm (19 x 29 1/4in).*

£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000

Provenance

Anon. sale, Christie's, London, 12 April 1991, lot 61. Private collection UK.

13

FREDERICK WILLIAM 'WATERS' WATTS (BRITISH, 1800-1870)

Landscape with figures tending sheep and cattle signed 'FWatts' and indistinctly dated (lower left) oil on canvas *61 x 91.4cm (24 x 36in).*

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700



14

ALFRED DE BRÉANSKI SNR (BRITISH, 1852-1928)

'Sunset - a trout stream near Callander' signed 'Alfred.de Breanski' (lower left); also signed 'Alfred.de Breanski Sen'' and titled (on the reverse) oil on canvas 51.1 x 76.5cm (20 1/8 x 30 1/8in).

£5,000 - 7,000 €5,700 - 8,000 US\$6,700 - 9,300

Provenance

Anon. sale, Bonhams, Edinburgh, 25 September 2014, lot 27. Purchased from the above sale by the present owner.





16

15 JOHN EMMS (BRITISH, 1843-1912) Two Petit Basset Griffon Vendeens

signed 'J.Emms' (lower left) oil on canvas 40.7 x 61cm (16 x 24in).

£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000

Provenance

Private collection UK.

16 JOHN SARGENT NOBLE, RBA (BRITISH, 1848-1896) Beagles resting signed 'J S.Noble' (lower right) oil on canvas 22.8 x 30.5cm (9 x 12in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

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.





17

17

WILLIAM HUGGINS, BRITISH (1820 - 1884)

Study of tigers, Study of roosters the first signed and dated 'W Huggins/1867' (lower left); the second '1863/W Huggins' (lower right) pencil and pastel on paper laid to card the first $14.5 \times 23.5 \text{ cm}$ (5 $11/16 \times 9 \text{ 1/4in}$); the second $17.3 \times 23.5 \text{ cm}$ (6 $13/16 \times 9 \text{ 1/4in}$).(2)

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

Provenance With Richard Green London

With Richard Green, London, no. J340.





18 **ROBERT CLEMINSON (BRITISH, EXHIBITED, 1865-1868)** The tiger hunt signed and dated 'RCleminson^{serr}/1885' (lower left) oil on canvas 76.2 x 127cm (30 x 50in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

19

FRANCIS WILLIAM TOPHAM (BRITISH, 1808-1877)

A Zouave relating his adventures signed and dated 'F W Topham/1857' (lower left) watercolour and bodycolour $66 \times 58.4 cm$ ($26 \times 23 in$).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance

The collection of J. Broughton Dugdale, Esq. With Thos Agnew & Sons, Manchester. Private collection.

Exhibited

Manchester, Royal Jubilee Exhibition, 1887, no. 1655.

19

20*

ERNEST CROFTS, RA (BRITISH, 1847-1911)

'The return from a raid' signed and dated 'E.Crofts 1886' (lower right) oil on canvas $65 \times 50cm$ (25 9/16 x 19 11/16in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Exhibited

London, Royal Academy, 1886, no. 1027.

21

ERNEST CROFTS, RA (BRITISH, 1847-1911)

Visiting the prisoner signed with monogram 'EC' (lower left) oil on board *43.8 x 33cm (17 1/4 x 13in).*

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



20







22

DAVID SCOTT, RSA (BRITISH, 1806-1849) Study for *The Descent from the Cross* signed 'DAVID SCOTT. P' (lower left) oil on card, laid to board, painted arch 49 x 41.5cm (19 5/16 x 16 5/16in).

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

Provenance

James McIntosh Patrick. Sale, Christie's Glasgow, *The James McIntosh Patrick Collection*, 26 September, lot 260 The Fine Art Society, London. The Forbes Collection. Sale, Christie's London, *The Forbes Collection*, 20 February, 2003, lot 302 Purchased from the above by the present owner.

Literature

C. Forbes, 'Images of Christ in the Nineteenth-Century: British Paintings in the Forbes Magazine Collection' *Antiques*, December 2001, vol. clx, no 6., p.801, illus p.800.

The present lot is one of two studies for the alterpiece of St Patrick's Chapel in Lothian Street, Edinburgh; while the alterpiece no longer exists, the similar study is in the collection of the National Gallery of Scotland, Edinburgh.

23

JOHN WAINWRIGHT (BRITISH, ACTIVE 1860-1869)

Still life of flowers and song birds in a glass dome signed and dated 'J Wainwright 1861' (lower left) oil on canvas 85 x 54cm (33 7/16 x 21 1/4in).

£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000



24

JAMES CHARLES (BRITISH, 1851-1906)

Darby and Joan indistinctly signed with monogram and dated '93' (lower left) oil on canvas 79 x 81cm (31 1/8 x 31 7/8in).

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

Provenance

With The Fine Art Society, London. Purchased from the above in 2000, for the Forbes Magazine Collection. Sale, Christie's, London, The Forbes Collection III, 20 February 2003, lot 272. Private collection US.

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.





26



27

25

JOHN HENRY MOLE (BRITISH, 1814-1886)

'Tarbert Castle, Loch Fyne' signed and dated 'JHMole/1879' (lower right); signed and titled (on artist's label verso) watercolour 63.5 x 100.4cm (25 x 39 1/2in).

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,600

Provenance

Probably, anon. sale, Sotheby's, Billingshurst, 17 April 1984, lot 1825. Private collection UK.

26

JOHN ABSOLON (BRITISH, 1815-1895) The peat gatherers watercolour

41.9 x 87cm (16 1/2 x 34 1/4in).

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

Provenance

Anon. sale, Sotheby's Belgravia, London, 1 December 1981, lot 200. Anon. sale, Christie's, London, 29 March 1983, lot 180. Anon. sale, Christie's, London, 8 July 1997, lot. 51. Purchased from the above sale by the present owner.

27

WILLIAM MELLOR (BRITISH, 1851-1931) On the Lledr, North Wales signed 'William Mellor' (lower left)

oil on canvas 41 x 76.2cm (16 1/8 x 30in).

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





29

28

PATRICK NASMYTH (BRITISH, 1787-1831)

An old farmstead, near St Albans signed and dated 'Patk Nasmyth 1829' (lower centre); inscribed 'P. NASMYTH/ 1829/ OLD FARMSTEAD/ NEAR ST ALBANS' (on an old label attached to the reverse) oil on panel 22.5 x 30.5cm (8 7/8 x 12in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

With Thos. Agnew & Sons, London Anon. sale Christie's, South Kensington, 7 July 2016, lot 22. Acquired from the above sale by the present owner.

29 PHILIP HUTCHINS ROGERS (BRITISH, 1794-1853)

A view of Port Isaac signed and dated 'P.H.Rogers/1829' (lower left) oil on canvas 48.3 x 66cm (19 x 26in).

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

Provenance With Thos Agnew & Sons Ltd. Private collection UK.



30

LOUIS BOSWORTH HURT (BRITISH, 1856-1929)

Highland cattle at the croft signed and dated 'Louis B.Hurt 1900' (lower right) oil on canvas 61 x 101.6cm (24 x 40in).

£7,000 - 10,000 €8,000 - 11,000 US\$9,300 - 13,000

Provenance Private collection UK.



31

THOMAS SMYTHE (BRITISH, 1825-1906) The horse fair outside the Swan Inn

signed 'TSmythe' (lower left) oil on canvas $30.5 \times 46cm$ (12×18 1/8in).

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

Provenance Private collection UK.

32

THOMAS SMYTHE (BRITISH, 1825-1906) The midday meal, a boy with his pony and dog

signed 'TSmythe' (lower left) oil on canvas 38.1 x 48.3cm (15 x 19in).

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

Provenance Private collection UK.







34

33 JAMES STOKELD (BRITISH, 1827-1877)

The critics signed and dated 'J. Stokeld/1866' (lower left); bears signature, title and date (on the reverse) oil on canvas $71.10 \times 91.40cm$ (28 x 36in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

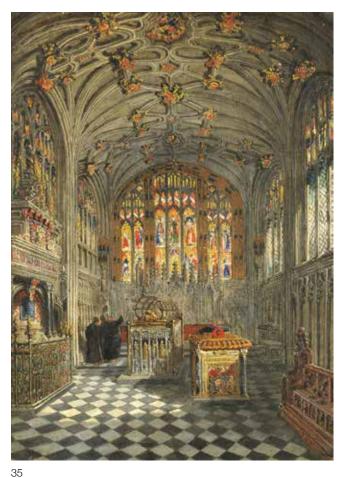
Provenance

Anon. sale, Sotheby's, Billingshurst, 18 July 2001, lot 269. Private collection UK.

34 HENRY HETHERINGTON EMMERSON (BRITISH, 1831-1895)

The wedding procession signed and dated 'H.H.Emmerson/1887' (lower right) oil on board $48 \times 68.6cm$ (18 7/8 x 27in).

£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000



35

JOSEPH MURRAY INCE (BRITISH, 1806-1859)

Beauchamp chapel, Warwick; a pair one signed and dated 'JM Ince/1944' (lower left); the other signed and indistinctly dated 'JM Ince 194-' (lower right) oil on board

each 35.6 x 25.4cm (14 x 10in).(2)

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

36 AR

FRANK MOSS BENNETT (BRITISH, 1874-1952)

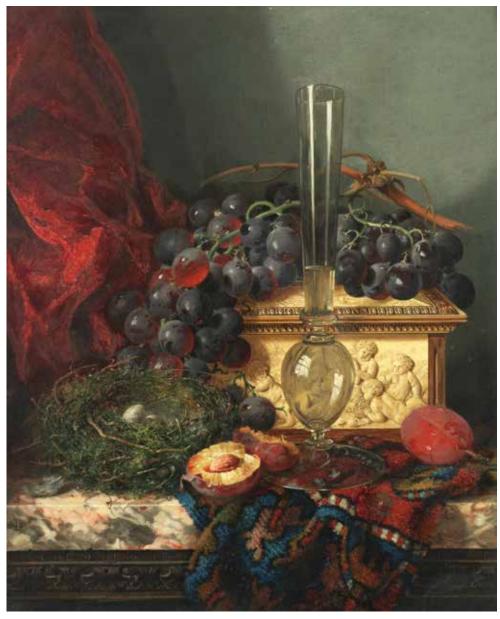
A fine vintage signed 'F.M Bennett' (lower right) oil on canvas 50.8 x 40.7cm (20 x 16in).

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



35





37 EDWARD LADELL (BRITISH, 1821-1886)

Still life of fruit, a bird's nest, a fluted vase and ornate ivory casket on a marble ledge signed with monogram (lower left) oil on canvas 43.2 x 35.6cm (17 x 14in).

£5,000 - 7,000 €5,700 - 8,000 US\$6,700 - 9,300

Provenance With G.M.Lotinga Fine Art Galleries, London.

EDWARD RADFORD (BRITISH, 1831-1920)

Self-portrait of the artist as a young man signed with monogram and dated 'ER. 1852' (lower left) oil on panel 25.4 x 20cm (10 x 7 7/8in).

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

39

EBENEZER NEWMAN DOWNARD (BRITISH, ACTIVE 1849-1889)

The two sisters signed 'E. N. Downard' (lower right) oil on canvas 81.9 x 63.5cm (32 1/4 x 25in).

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

Provenance

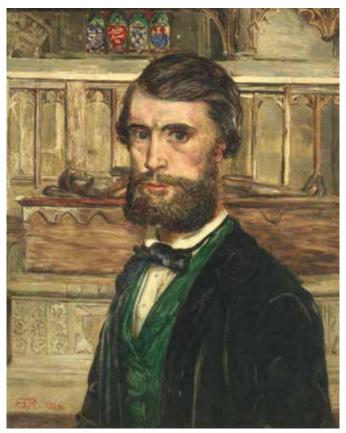
Chatsworth House, Derbyshire, Collection of the Duke and Duchess of Devonshire.

Presumably purchased by either William Spencer Cavendish, 6th Duke of Devonshire (1790-1858) or William Cavendish, 7th Duke of Devonshire (1809-1891)

Sale, Sotheby's, London, Chatsworth House, The Attic Sale, 7th October 2010, lot 675. Catalogued as 'Attributed to Charles West Cope'. The artist's signature was discovered on cleaning the painting. The Chatsworth Collection and this auction included other paintings by Downard.

Purchased from the above sale by the present owner.

Downard was a genre and landscape painter who exhibited at the Royal Academy between 1849-1889. His use of meticulous details and clear, bright light shows the influence of the Pre-Raphaelite painters, in particular William Holman Hunt. His work is represented in the permanent collection at Tate Britain by his Pre-Raphaelite style landscape painting 'A Mountain Path at Capel Curig, Wales', 1860.



38









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

A shop at Dol, Brittany signed with monogram (lower left) watercolour heightened with white 46.3 x 70.5cm (18 1/4 x 27 3/4in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

41 EDWARD LEAR (BRITISH, 1812-1888)

Zitza, Albania titled and dated 'Zitza/7.April.1857' (lower right); variously and indistinctly annotated elsewehere watercolour, pencil and ink 29.8 x 48.9cm (11 3/4 x 19 1/4in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance

Probably, anon. sale, Christie's, London, 22 March 1988, lot. 142. Private collection UK.

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42 EDWARD LEAR (BRITISH, 1812-1888) Pentedattilo, Calabria

signed with monogram (lower right); inscribed 'Pentedatilo' (lower left) watercolour 9.8 x 19.7cm (3 7/8 x 7 3/4in).

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

Provenance Private collection UK.

43

EDWARD LEAR (BRITISH, 1812-1888)

'Reapers at their Sultry Toil, Monte Gennaro, Italy' inscribed '40/and one, the reapers at their sultry toil' (margin upper left); 'Monte Gennaro. (Italy.)' (margin upper right); indistinctly inscribed (margin lower left) pencil, ink and wash 35.6 x 54cm (14 x 21 1/4in).

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

The present lot would appear to be a study for one of Lear's illustrations for Tennyson's poem *The Palace of Art*.

Provenance

Private collection UK.

44

PETER DE WINT, OWS (BRITISH, 1784-1849)

An extensive landscape with Rouen in the distance watercolour heightened with bodycolour *53 x 89cm (20 7/8 x 35 1/16in).*

£1,500 - 2,500 €1,700 - 2,900 US\$2,000 - 3,300





46



45 BENJAMIN WILLIAMS LEADER, RA (BRITISH, 1831-1923) A river landscape signed and dated 'B.W.LEADER.1899.' (lower left) oil on canvas

41 x 61.6cm (16 1/8 x 24 1/4in).

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

It has been suggested that this work is a study for a larger oil titled 'Summer eve by a haunted stream' which was exhibited in the Royal Academy, London, 1899, no. 508.

Provenance

Private collection UK.

46

HENRY DAWSON (BRITISH, 1811-1878) 'Harvest Time'

signed and dated '18 HDawson 71' (lower left); signed, titled and inscribed 'Harvest Time/N°1/ HDawson/3 Queen Square/Westminster-/and The Cedars/Chiswick-' (on the reverse) oil on canvas $56.5 \times 84.5 cm$ (22 1/4 x 33 1/4in).

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

Provenance

Private collection UK.

47

GEORGE TURNER (BRITISH, 1843-1910)

A Derbyshire lane signed 'Geo. Turner' (lower right); bears title and date (on the reverse) oil on canvas 76.2 x 50.2cm (30 x 19 3/4in).

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





49

48

JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)

Stable yard companions signed and dated 'JFHerring 1849' (lower left) oil on canvas 38.1 x 51.4cm (15 x 20 1/4in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

49

WILLIAM WEEKES (BRITISH, 1856-1909) Lost in translation

signed 'WWeekes' (lower right) oil on board 26.7 x 36.8cm (10 1/2 x 14 1/2in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000





51

50 AR FRANCES MABEL HOLLAMS (BRITISH, 1877-1963)

Portrait of a horse in a stable yard signed and dated 'F.M.Hollams/95' (lower left) oil on canvas 58.4 x 76.2cm (23 x 30in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

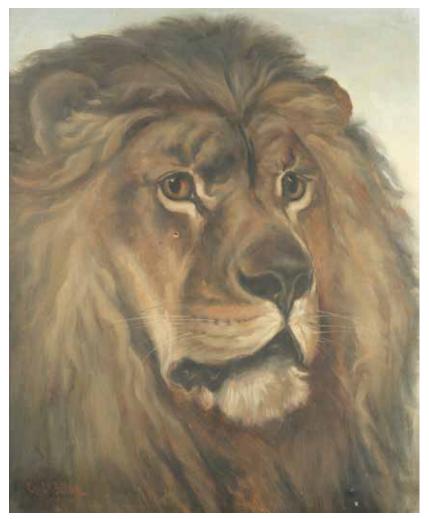
Provenance Private collection UK.

51 CHARLES EDWIN BALDOCK (BRITISH, 19TH CENTURY)

'Linus - The World's Wonder' signed and dated 'Chas.E Baldock/1902' (lower left); inscribed ''LINUS'-THE WORLD'S WONDER/PROPERTY OF M^r E.H.BOSTOCK' (lower right) oil on canvas *41.3 x 61.6cm (16 1/4 x 24 1/4in).*

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

Provenance Private collection UK.



52

CHARLES EDWIN BALDOCK (BRITISH, 19TH CENTURY)

Head of a lion, thought to be Wallace "The Monster of the Jungle" signed 'Chas.EM.Baldock/-1896-' (lower left) oil on canvas 61 x 50.5cm (24 x 19 7/8in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

Provenance

By descent through the Bostock family.

In the late nineteenth and early twentieth centuries the brothers Edward Henry Bostock and Frank Charles Bostock were the driving force behind the Bostock and Wombwell dynasty renowned for travelling menageries. While Edward Henry ran the main show in England, Frank Charles embarked on a tour of Europe and America which would see him dubbed "The Animal King". Having arrived in America during the summer of 1893 at the age of twenty-seven, it is said that Frank and his family lived in one wagon and had another two wagons housing four monkeys, five parrots, three lions, a sheep and a boxing kangaroo. Frank Bostock made the headlines on the 27th October 1893 as one of his prized lions, "Wallace, The Monster of the Jungle", escaped in New York. While very few people saw Wallace, his roar drew large crowds hoping to catch a glimpse of the beast who was reportedly in a stable eating a prize horse he had killed. Debate raged about whether the 'escape' was a publicity stunt, something that Frank Bostock vehemently denied, The New York Times, however, had a rather different view of the day's events. They wrote, 'His a-a-awful r-r-roar attracts excited thousands, who are told that he is devouring a horse, menacing the lives of his keepers, and may break into the street at any moment – a circus lion, but not an advertising scheme – oh, no.' They also described Wallace as a 'coy young thing of about thirty years,' who was also in need of a dentist. By 4pm the saga was over and Wallace was once again caged and ready for public display.

Another major attraction of the Bostock menageries was a so called "Oregon Wonder Horse" named Linus. The horse depicted here (lot 51) is in fact, Linus II, sired by the original Linus, another famous exhibition horse. Linus II was purchased by the Bostocks for £1200 in 1905 and shipped to England to be part of H.E. Bostock's show. Billed as having a double mane reaching 13 feet each side and a 17 feet long tail he was featured in three performances daily. It is reported that the proprietors offered to forfeit £10,000 if his equal could be produced or give £1000 to any local charity if any person could prove that the manes and tail were not genuine.





54



53 ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

'Rouen, evening' signed and dated 'ArthurJMeadows/1885' (lower left); signed dated and titled (on the reverse) oil on canvas 25.4 x 35.5cm (10 x 14in).

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

54

ALFRED POLLENTINE (BRITISH, 1836-1890) Venice signed 'A.Pollentine' (lower right) oil on canvas 51 x 76cm (20 x 30in).

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

55

WILLIAM CALLOW, RWS (BRITISH, 1812-1908)

The Rialto bridge, Venice signed 'W Callow' (lower left); bears indistinct inscription 'Rialto ---' (lower left) pencil and wash heightened with white $26 \times 36.8 cm$ (10 1/4 x 14 1/2in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

Provenance

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





56

56

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

A view of Verona, 'Camogli - in the Riviera', a pair one signed and dated 'Arthur Meadows/1901' (lower left), the other signed and dated 'Arthur Meadows/1901-03' (lower left) also signed, dated and titled 'Camogli- in the Riviera/Arthur Meadows/1901-03 (on the reverse) oil on canvas each 46.5 x 31cm (18 5/16 x 12 3/16in).(2)

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

JAMES PRINSEP BARNES BEADLE (BRITISH, 1863-1947)

Les braves gens oil on canvas 96.5 x 193cm (38 x 76in).

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

Provenance

Private European collection.

Exhibited

London, Royal Academy, 1906, no. 150. London, Guildhall, *Exhibition of naval and military works*, 1915. (Lent by Sir Walter Greene).

Literature

Guildhall Art Gallery, *Catalogue of works by naval and military artists of Great Britain and her allies, France, Russia and Belguim*, London, 1915, no. 225.

'Franco Prussian war, 1870. On the march towards the front, of the brigade of light cavalry commanded by General Margueritte, a moving sight was encountered. Some fifty cuirassiers, led by a lieutenant, crossed their path. They were sordid looking, fierce, some were bareheaded or wearing fatigue caps, other wore blood-stained bandages, and only the underjacket of the cuirasses. They sat with their backs bent having the look of ghosts. They were all that remained of an entire regiment. A murmur ran down the ranks of General Margueritte's brigade, "Mon Dieu! The cuirassiers of Reichshoffen!" The general interrogated the lieutenant, and suddenly rang out the command: "Draw swords, pass at the salute!" And slowly, before the motionless heroes, the brigade passed, presenting arms.

General Margueritte himself was killed shortly afterwards, and his Chasseurs d'Afrique almost annihilated in their great charge on the plateau just outside the Sedan.' (Guildhall Art Gallery, *Catalogue of works by naval and military artists of Great Britain and her allies, France, Russia and Belguim*, London, 1915, p. 77-78)







58

JAMES SANT (BRITISH, 1820-1916)

Portrait of two young boys in the woods signed with monogram (lower left) oil on canvas 105.4 x 147.3cm (41 1/2 x 58in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

59

BLANCHE JENKINS (BRITISH, 1872-1915)

Miss Georgie signed and indistinctly dated 'Blanche Jenkins/189-' (lower right) oil on canvas 130.5 x 92cm (51 3/8 x 36 1/4in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

With Marie-Louise Fine Art, Nottinghamshire. Anon. sale, Tennants Auctioneers, Leyburn, 2 April 2009, lot 963. Private collection, UK.



60

WILLIAM GILBERT FOSTER (BRITISH, 1855-1906)

Children fishing off the quay signed 'GILBERT FOSTER' (lower right) oil on canvas 55.9 x 127cm (22 x 50in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

61

ALBERT LUDOVICI, SNR. (BRITISH, 1820-1894)

Breton fisher folk signed with monogram and dated '1878' (lower left) oil on canvas 76.8 x 62.8cm (30 1/4 x 24 3/4in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000



61





62 GEORGE PERCY R. E. JACOMB-HOOD (BRITISH, 1857-1929) Mrs Walter Frith

signed and dated 'G.P.Jacomb-Hood/1904' (lower right) oil on canvas 125.1 x 80cm (49 1/4 x 31 1/2in).

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

Exhibited

London, The New Gallery, Summer Exhibition, 1905, no.66.

The present sitter was the wife of the playwright and barrister Walter Frith, and daughter-in-law of the artist, William Powell Frith R.A.

¹I have a charming letter from Frith, R.A., apropos of a portrait of his daughter-in-law, Walter's wife, which I had painted and which was being exhibited in the New Gallery; after congratulating me on the result, he was sorry to say he could find little else either in painting or sculpture that gave him much satisfaction in the exhibition.' (G.P. Jacomb-Hood, With Brush and Pencil, London, 1925, p.315.).

63

CHARLES EDWARD HALLÉ (BRITISH, 1846-1914)

Portrait of a young boy signed and dated 'C.E.Hallé/1905' (lower right) oil on canvas 61 x 50.8cm (24 x 20in).

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



64 ^{AR}

HAROLD KNIGHT, RA, ROI, RP (BRITISH, 1874-1961) Portrait of a gentleman

signed 'Harold Knight' (lower right) oil on canvas 92.5 x 112cm (36 7/16 x 44 1/8in).

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

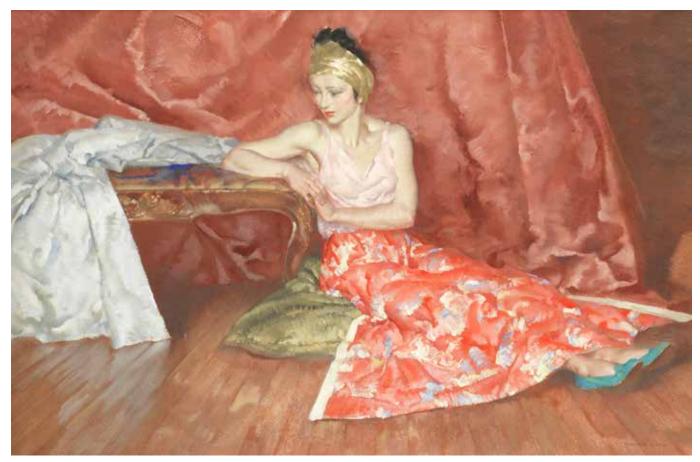
65

ATTRIBUTED TO FRANK HOLL (BRITISH, 1845-1888)

Thoughtful oil on canvas *61 x 50.5cm (24 x 19 7/8in).*

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000





66 AR SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) Miranda posing signed 'W.RUSSELL FLINT' (lower right) watercolour 50.8 x 75cm (20 x 29 1/2in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

Provenance

Anon, sale, Sotheby's, London, 24 April 2006, lot 178. Purchased from the above sale by the current owner. 67 ^{AR}

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

signed 'W.RUSSELL FLINT' (lower right); incised 'Cecilia, with love from Willie, 18.11.58' (on frame verso) watercolour tondo, 10cm (4in) diameter

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

Anon. sale, Bonhams, Knightsbridge, 25 January 2005, lot 163. Purchased from the above sale by the present owner.

68 * AR

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

Angelica in 'Love for Love' signed 'WRussell Flint' (lower right) watercolour and chalk 33 x 20cm (13 x 7 7/8in).

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

Provenance

W. Russell Button, Chicago.









69 WILLIAM GALE (BRITISH, 1823-1909)

Portrait of a lady in a white shawl signed with monogram (lower left) oil on board 22.8 x 17.8cm (9 x 7in).

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

Provenance

Private collection UK.

70

DAVIDSON KNOWLES (BRITISH, ACTIVE 1879-1896)

The lacemaker signed 'Davidson Knowles' (lower left) oil on canvas 91.5 x 55.9cm (36 x 22in).

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

Provenance

Private collection UK.



71

FRANK RICHARDS (BRITISH, 1863-1935)

Mother and daughter on a country lane signed and dated 'FRANK RICHARDS.1891.' (lower left) oil on canvas $51 \times 76cm$ (20 x 30in).

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

72

WALTER BLACKMAN (AMERICAN, 1847-1928)

Portrait of a young lady signed 'Walter.Blackman' (upper right) oil on canvas *41.3 x 50.2cm (16 1/4 x 19 3/4in).*

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400





73 ^{AR} SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) 'Lucy'

signed and dated 'W.Russell Flint/25.11.65' (lower right); signed and titled (on backboard) pastel 27 x 47.6cm (10 5/8 x 18 3/4in).

£5,000 - 8,000 €5,700 - 9,100 US\$6,700 - 11,000

Provenance

Private collection UK.

74 * AR

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

Study of Casilda - No.2 signed 'WRussellFlint' (lower right) coloured chalk 29.8 x 20.3cm (11 3/4 x 8in).

£1,500 - 2,000 €1,700 - 2,300

US\$2,000 - 2,700

Provenance

W. Russell Button Gallery, Chicago. Purchased from the above by the present owner.

75 * AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) Study of Casilda No.3

signed 'WRussell Flint' (lower right) coloured chalk 29.8 x 29.8 cm (11 3/4 x 11 3/4in).

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

Provenance

W. Russell Button Gallery, Chicago. Purchased from the above by the present owner.



74







76

JOHN ANSTER FITZGERALD (BRITISH, 1832-1906)

Faust and Marguerite signed 'Fitzgerald' (lower right); signed, inscribed and dated 'J.A. Fitzgerald/ Quiet Pool/ Langham Chambers/ Sketching Club/ 1861' (on the reverse) oil on board 16.2 x 30.8cm (6 3/8 x 12 1/8in).

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

Provenance

Anon. sale, Bonhams, Knightsbridge, 15 September 2009, lot 16.

77

SIR FREDERIC WILLIAM BURTON, RHA FSA (IRISH, 1816-1900) Faust and Marguerite

watercolour heightened with white 44.7 x 40cm (17 5/8 x 15 3/4in).

THOMAS KENT PELHAM (BRITISH, ACTIVE 1860-1891)

'A minstrel of a Southern Clime' signed 'TKPelham' (lower right); signed and titled 'a minstel [sic] of a Southern Clime/T.K.Pelham' (on the reverse) oil on canvas 66.1 x 45.7cm (26 x 18in).

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

Provenance

Sale, Christie's, South Kensington, 23 May 2002, lot 298. Purchased from the above sale by the present owner.

79

ALFRED JOSEPH WOOLMER (BRITISH, 1805-1892)

Her Majesty's first born signed and dated 'Woolmer 1843' (lower right) oil on canvas $55 \times 44.1 cm (21 5/8 \times 17 3/8in).$

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

Provenance

Private collection UK.

Queen Victoria wrote in her diary for 21st November 1840 'Alas! A girl and not a boy, as we had so hoped and wished for. We were, I am afraid, sadly disappointed, but yet our hearts were full of gratitude.' The baby is Victoria, Princess Royal, later to marry Frederick III who ruled as German Emperor for just 99 days in 1888. Her eldest son acceded as Kaiser Willhelm II, the bellicose 'Kaiser Bill.'



78







80 ^{AR} HAROLD CLAYTON (BRITISH, 1896-1979) Still life of flowers

signed 'Harold Clayton' (lower left) oil on canvas 61 x 50.8cm (24 x 20in).

The present work is accompanied by a letter from the artist to Mr Henry Laurence, the original owner of the work.

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

Provenance

With G.M.Lotinga Ltd., London. Purchased from the above in 1949 and thence by descent. Gifted to the current owners in 2017.

81 AR

KATE ELIZABETH OLVER (BRITISH, 1881-1960)

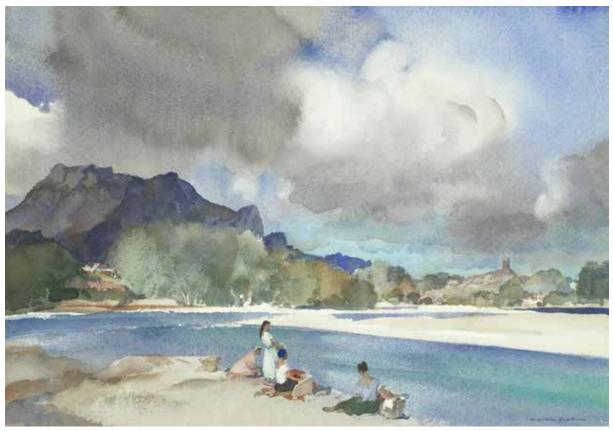
Portrait of a seated young lady, Miss Yvonne Stewart Bernard 'KATE ELIZABETH OLVER/1913' (lower right) oil on canvas 157.5 x 119.4cm (62 x 47in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Miss Yvonne Stewart Bernard is shown seated in a reception room of the family home, 'The Wilderness' on the Thames, near Guildford, with her pet pug dog 'Pembo' on her lap.

Provenance

By descent through the family of the sitter.



82 AR

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

'A Brilliant Day on the Drôme' signed 'W.Russell Flint' (lower right); signed, titled and inscribed 'A Brilliant Day on the Drôme, WRussell Flint, May 23, 1960'(on the reverse); further signed and inscribed 'On The Drôme near Crest' (on the backboard) watercolour

29 x 39.5cm (11 7/16 x 15 9/16in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance

Private collection UK.

 $_{83}$ AR

WILLIAM RUSSELL FLINT (BRITISH, 1880-1969)

The street of arches signed 'W.Russell Flint' (lower left); signed and titled (on the backboard) watercolour $47 \times 31.5 cm$ (18 1/2 x 12 3/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

With Frost & Reed, no. D14820. With Henry Donn, Manchester, *circa* 1976, where acquired by Dr. Jack Silver. Thence by family descent



83

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.





85

84 * AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969) A well amid the Guadarrama Mountains

signed 'WRussell Flint' (lower right) watercolour 51.5 x 69cm (20 1/4 x 27 3/16in).

£5,000 - 7,000 €5,700 - 8,000 US\$6,700 - 9,300

Provenance W. Russell Button Gallery, Chicago.

Exhibited London, Royal Academy, 1953, no.14.

85 * AR

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

'Romira and two children' signed 'W.Russell Flint' (lower right); signed, titled and inscribed 'Basque Coast near Zumaya, N. Spain' (on the reverse) watercolour 50.5 x 68cm (19 7/8 x 26 3/4in).

£5,000 - 7,000 €5,700 - 8,000 US\$6,700 - 9,300

Provenance W. Russell Button Gallery, Chicago.



86 AR

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

'The Basket of Fruit'; 'Euphemia'

the first signed, dated and inscribed 'For my friend John Green with all good wishes, WRussell Flint, Mar. 1960' (lower centre); the second signed and dated 'WRussell Flint/7.4.66' (lower left) and titled 'Euphemia' (lower right); each also signed, dated, titled and dedicated (on the backboard)

the first pencil; the second black and white chalk

the first 26 x 20cm (10 1/4 x 7 7/8in); the second 28.5 x 39cm (11 1/4 x 15 3/8in).(2)

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400









87 HENRY RYLAND (BRITISH, 1856-1924) Asphodel signed 'H. RYLAND' (lower left)

watercolour heightened with bodycolour 36.2 x 24.4cm (14 1/4 x 9 5/8in).

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

88

HENRY RYLAND (BRITISH, 1856-1924) 'Campaspe'

signed 'H. RYLAND' (lower left), titled and signed (on the reverse) watercolour heightened with bodycolour $36.8 \times 26.3 cm$ (14 1/2 x 10 3/8in).

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





90

89 HENRY RYLAND (BRITISH, 1856-1924)

Classical maidens on the terrace, one playing an aulos signed 'Henry Ryland. R.I.' (lower right) watercolour 36.5 x 53cm (14 3/8 x 20 7/8in).

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

Provenance Private collection UK.

90

WILLIAM BANKS FORTESCUE (BRITISH , 1850-1924)

Lady sewing by an open window signed 'W.B.Fortescue' (lower right) oil on canvas 71.1 x 91.5cm (28 x 36in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400



91 AR CECIL KENNEDY (BRITISH, 1905-1997) An arrangement in white

signed 'Čecil Kennedy' (lower centre) oil on canvas 101.6 x 76.5cm (40 x 30 1/8in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000







92 AR

HAROLD SPEED (BRITISH, 1872-1957)

A cottage garden in summer signed 'HAROLD.SPEED' (lower right) oil on board 36.5 x 45.7cm (14 3/8 x 18in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

$_{93}$ AR

DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955) Still life of flowers signed 'DOROTHEA SHARP' (lower left) oil on board 61 x 50.8cm (24 x 20in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance

Purchased directly from the artist in 1939. Thence by descent to the present owner.





95

94 MARK SENIOR (BRITISH, 1864-1927) A street market, Bruges

signed 'M Senior' (lower right) oil on canvas 61 x 66cm (24 x 26in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

95 JULIUS OLSSON (BRITISH, 1864-1942) Sunset at sea signed 'Julius Olsson' (lower left) oil on canvas 45.7 x 61cm (18 x 24in).





97

96

PERCY FRENCH (IRISH, 1854-1920)

Pink skies over the boglands signed 'Percy French' (lower left) watercolour 18.5 x 26cm (7 5/16 x 10 1/4in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

97 PERCY FRENCH (IRISH, 1854-1920)

Faint cloud galleons in the azure swing signed 'W.P.Percy French' (lower left); bears signature and address on an old water colour society label (attached to the backboard) watercolour 27 x 52cm (10 5/8 x 20 1/2in).





99

98

PERCY FRENCH (IRISH, 1854-1920)

An Irish moorland landscape signed 'Percy French' (lower right) watercolour 6.8 x 24.2cm (2 11/16 x 9 1/2in).

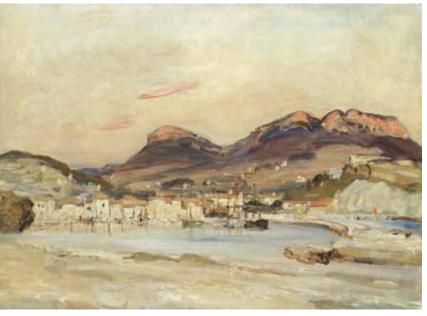
£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

99

PERCY FRENCH (IRISH, 1854-1920)

A cabin in a snowy Alpine landscape signed and dated 'Percy French 1914' (lower left) watercolour 24.1 x 33.7cm (9 1/2 x 13 1/4in).





101

100 GARSTIN COX (BRITISH, 1892-1933) The hills of home signed 'GARSTIN COX' (lower left) oil on canvas 71.1 x 92cm (28 x 36 1/4in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400 101 **FRED MAYOR (BRITISH, 1865-1916)** View of Cassis oil on canvas *81.3 x 111.5cm (32 x 43 7/8in).*

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance With The Mayor Gallery, London, no. 4923. Anon. sale, Christie's, London, 5 November 1999, lot 53.





102 HARRY FIDLER (BRITISH, 1856-1935) A cartload of hurdles signed 'HARRY FIDLER' (lower right) oil on panel 26.6 x 35.5cm (10 1/2 x 14in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

Provenance Private collection UK.

103

HARRY FIDLER (BRITISH, 1856-1935) The haycart

signed with initials 'H.F.' (lower left) oil on canvas 25.4 x 27.9cm (10 x 11in).

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





105

104 ^{AR} FRED HALL (BRITISH, 1860-1948) Landscape at sunset

signed 'FredHall' (lower right) oil on board 33 x 40.6cm (13 x 16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000 105 **SIR ALFRED EAST, RA, RI, PRBA (BRITISH, 1849-1913)** The valley of the Lambourne oil on canvas *61 x 91.5cm (24 x 36in).*

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





107

106 HARRY FIDLER (BRITISH, 1856-1935) Loading the cart signed 'H.FIDLER' (lower right) oil on canvas 50.8 x 60.9cm (20 x 24in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance Private collection UK.

107

HARRY FIDLER (BRITISH, 1856-1935)

A farmhand and carthorse beside a hayrick signed 'H.FIDLER' (lower right) oil on canvas 45.7 x 55.9cm (18 x 22in).

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





108

GEORGE SHERWOOD HUNTER, RBA (BRITISH, 1850-1919) Carrara oil on canvas 45.1 x 30.5cm (17 3/4 x 12in).

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

Provenance

Sale, Christie's, South Kensington, Studio of George Sherwood Hunter, 18 October 1990. Purchased from the above sale by the present owner.

109

GEORGE SHERWOOD HUNTER, RBA (BRITISH, 1850-1919) In the Dolomites

oil on canvas 64.7 x 50.8cm (25 1/2 x 20in).

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

Provenance

Sale, Christie's, South Kensington, Studio of George Sherwood Hunter, 18 October 1990, lot 109. Purchased from the above sale by the present owner. 110 AR

SIR GERALD FESTUS KELLY RA, KCVO, PRA (BRITISH, 1879-1972)

Steersman on the Hozu Rapids, Japan signed, inscribed and dated 'Kelly/Arashiyama June 21. 1937' (lower right), bears various inscriptions (verso) oil on board *43.2 x 33cm (17 x 13in).*

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

Provenance

Anon. sale, Sotheby's, London, 4 October 1995, lot 122.

111 AR

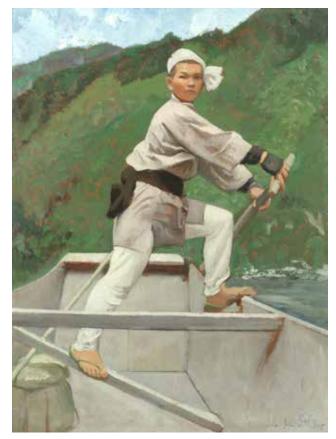
ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964)

The crow scarer signed 'A.Airy' (lower right) oil on canvas 111.8 x 86.4cm (44 x 34in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance

Anon. sale, Bonhams, London, 29 November 1995, lot 99. Purchased from the above sale by the present owner.



110





112

112 ^{AR}

SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)

The opening of the strife between the skinners and the merchant taylors, A.D. 1484 bears initials (lower right) oil on canvas $51.4 \times 61.6cm$ (20 1/4 × 24 1/4in).

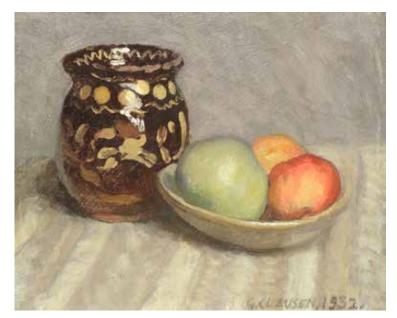
£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700 The present work is a study for a larger work of the same title which was completed as part of a commission of eleven works to decorate the banqueting hall of the Worshipful Company of Skinners.

Provenance

With The Fine Art Society Ltd., London. Anon sale, Sotheby's, London, 21 May 1986, lot 11. Private collection UK.

Literature

W.H.Draper and Frank Brangwyn, *The historical paintings in the great hall in London of the Worshipful company of skinners*, London, 1909 (illustrated p.29).





114

113

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

Still life of fruit and a vase signed and dated 'G.Clausen.1932.' (lower right) oil on board 22.8 x 27cm (9 x 10 5/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

Anon. sale, Sotheby's, London, 1 October 1997, lot 29. Private collection UK.

114

HARRINGTON MANN (BRITISH, 1864-1937)

A woman washing clothes in a pool, probably Staithes, Yorkshire. signed 'HARRINGTON MANN' (lower left) oil on canvas 35.5 x 45.7cm (14 x 18in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

Probably anon. sale, Christie's, Glasgow, 10 December 1987, lot 59. Private collection UK.



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

Lots 115-186





115

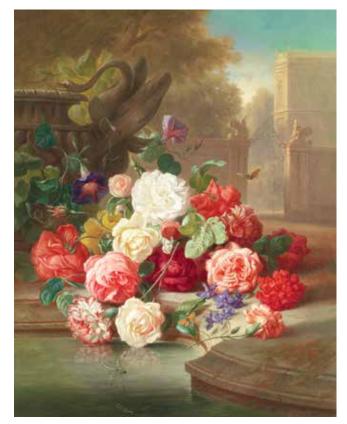
115 EDUARDO ZAMACOIS Y ZABALA (SPANISH, LIVED CIRCA 1841-1871)

Well stocked larders; a pair one signed 'E.Zamacois', the other indistinctly signed 'E.Zama--' (each lower left) oil on canvas 64.8 x 81.3cm (25 1/2 x 32in).

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

Provenance Property of a private Spanish collection.







116

JOHANNES LUDWIG CAMRADT (DANISH, 1779-1849)

A still life of flowers in a landscape with a town in the distance signed and dated 'J.L. Camradt/1831' (lower left) oil on canvas 102.6 x 75.6cm (40 3/8 x 29 3/4in).

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

117

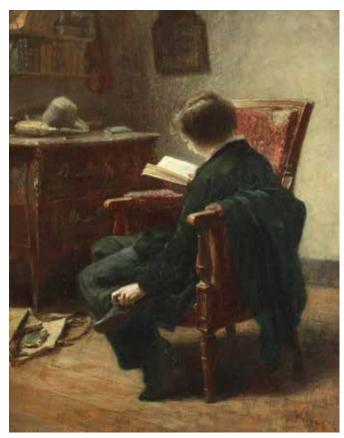
JOSEF SCHUSTER (AUSTRIAN, 1812-1890)

Still life of roses in a country house garden signed and dated 'Schuster 1868' (lower right) oil on canvas 68.6 x 56.2cm (27 x 22 1/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

Anon. sale, Sotheby's, London, 28 November 1990, lot 186. Purchased from the above sale by the present owner.







118

118

PIERRE EDOUARD FRÈRE (FRENCH, 1819-1886) Le jeune universitaire; le petit journaliste the first signed 'E Frere' (lower right); the second signed and dated 'Edouard Frere.62' (lower left) oil on board the first 26.7 x 21cm (10 1/2 x 8 1/4in); the second 25.4 x 20.3cm (10 x 8in).(2)

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

Provenance

With Thos Agnew & Sons, London. (the first).

119

JULES DEVAUX (FRENCH, BORN 1837)

Feeding the doll signed 'J.Devaux.' (lower right) oil on board 32.5 x 24.5cm (12 13/16 x 9 5/8in).

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

120 MAXIMILIENNE GOEPP GUYON (FRENCH, 1868-1903)

Hors Concours signed 'M.Guyon.' (lower left) oil on canvas 55.3 x 38.8cm (21 3/4 x 15 1/4in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

Anon. sale, Christie's, South Kensington, 13 April 2011, lot 388. Private collection, Italy.

121

EMILE ANTOINE BAYARD (FRENCH, 1837-1891)

Le sourire signed and dated 'Emile Bayard/1881' (upper left) oil on canvas 45.7 x 38.1cm (18 x 15in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance E.M. Arnold MBE. Private Collection, U.K.









123

122 JOSEPHUS LAURENTIUS DYCKMANS (BELGIAN, 1811-1888)

He loves me, he loves me not signed and dated 'J.Dyckmans 186-' (centre left) oil on panel 56.2 x 41.2cm (22 1/8 x 16 1/4in).

£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000

Provenance Private collection UK.

123

ETIENNE ADOLPH PIOT (FRENCH, 1850-1910)

Portait of lady signed and dated 'a.Piot/1870' (centre right) oil on canvas 55.3 x 46cm (21 3/4 x 18 1/8in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700



124

ADOLPHE JOURDAN (FRENCH, 1825-1889)

A mother's embrace signed 'A.Jourdan' (lower right) oil on canvas 118.7 x 90.8cm (46 3/4 x 35 3/4in).

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

Provenance

Anon. sale, Weschler's, Washington, D.C. December 13 2003, lot 514. With Haynes Fine Art, Broadway. Private collection UK.





126

125 CHARLES GOUREAU (FRENCH, BORN 1797)

The market place, Dieppe indistinctly signed (lower right) oil on canvas 73 x 92cm (28 3/4 x 36 1/4in).

£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000

Provenance With Cooling Galleries, London. Private collection UK. 126 **LUDWIG HERMANN (GERMAN, 1812-1881)** On the Seine signed 'L HERMANN' (lower right) oil on canvas 68.6 x 96.5cm (27 x 38in).

£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000





128

127 PIETER CORNELIS DOMMERSEN (DUTCH, 1834-1908)

A merchant canal scene signed and dated 'P.D.Dommersen.1871' (lower right) oil on canvas 63.5 x 102.3cm (25 x 40 1/4in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance

With E.Stacy Marks, Eastbourne. (catalogued as W.R.Dommersen). Private collection UK.

128 **ELIAS PIETER VAN BOMMEL (DUTCH, 1819-1890)** Figures on frozen river by a town signed and dated 'E P v Bommel 50' (lower right) oil on canvas 56.5 x 73.5cm (22 1/4 x 28 15/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000





129 ▲ **HENRY CAMPOTOSTO (BELGIAN, 1833-1910)** Mother and child signed and dated 'Campotosto Henry 1908' (lower right) oil on panel 80 x 114cm (31 1/2 x 44 7/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

130 PETRUS KIERS (DUTCH, 1807-1875)

An evening repast signed and inscribed 'P.Keirs.fect' (lower right) oil on panel $72 \times 60cm$ (28 3/8 x 23 5/8in).

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700



131

PAUL LÉON JAZET (FRENCH, BORN 1848)

Refreshment for a cavalryman signed and dated 'P.Jazet.1889' (lower right) oil on panel 24.2 x 18.7cm (9 1/2 x 7 3/8in).

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

132

LOUIS PICARD (FRENCH, 1861-1940)

Portrait, possibly the artist at 18 years old signed and dated 'Louis Picard/1879' (lower left); bears inscription 'MON PORTRAIT á 18 ano' (on the reverse) oil on board $33 \times 23.5 cm (13 \times 9 \ 1/4 in)$.

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,600

133

EMILIE CHAESE (FRENCH, 19TH CENTURY)

The cobbler's arrangement signed and dated 'Emilie Chaese. 1880' (lower right) oil on canvas $61 \times 50.8 \text{ cm}$ (24 x 20in).

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











GEORGES CROEGAERT (BELGIAN, 1848-1923) Presentation signed 'GEORGES CROEGAERT PARIS' (lower right) oil on panel *41 x 34cm (16 1/8 x 13 3/8in).*

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

135

134

PAOLO GIOVANNI BEDINI (ITALIAN, 1844-1924)

Flirtation signed 'PBedini' (lower right) oil on canvas 40 x 32.4cm (15 3/4 x 12 3/4in).

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

Provenance

Private collection UK.

80 | BONHAMS

EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)

Reminiscences signed 'E.Zampighi' (lower left) oil on canvas 26.7 x 61.6cm (10 1/2 x 24 1/4in).

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

137

ANGELO MARTINETTI (ITALIAN), 19TH CENTURY

A tantalising present signed and inscribed 'A Martinetti Roma' (lower left) oil on canvas 64.2 x 48.3cm (25 1/4 x 19in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

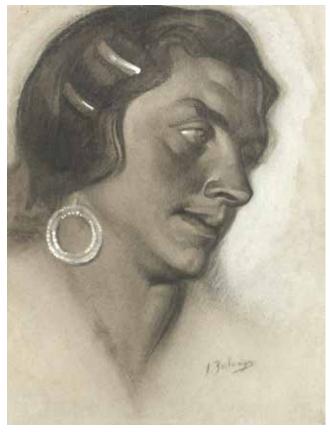
Provenance

Anon. sale, Christie's, London, 6 May 1977, lot 99. Purchased from the above sale by the present owner.









138 **CONTINENTAL SCHOOL (19TH CENTURY)** Portrait of a Lady bears monogram (lower right) oil on capuras

oil on canvas 63.5 x 76.2cm (25 x 30in). unframed

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

139

IGNACIO ZULOAGA (SPANISH, 1870-1945)

Portrait of a woman signed 'I Zuloaga' (lower right) charcoal heightened with white 40.3 x 31.7cm (15 7/8 x 12 1/2in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000





141

140 ACHILLE MOLLICA (ITALIAN 19TH CENTURY)

Playing hard to get signed, dated and inscribed 'A.Mollica/Napoli 1888' (lower left) oil on canvas 52.1 x 73.7cm (20 1/2 x 29in).

£1,800 - 2,500 €2,100 - 2,900 US\$2,400 - 3,300 141

FREDERICO OLIVA (ITALIAN)

Children playing in a field of flowers signed 'F.Oliva' (lower left) oil on canvas 50.2 x 81.9cm (19 3/4 x 32 1/4in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700





142 AR

LAZZARO PASINI (ITALIAN, 1861-1949) Neapolitan coastal scenes; a pair each signed 'Pasini' (lower right) oil on canvas 30.5 x 45cm (12 x 17 11/16in).(2)

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

Provenance Private collection, UK.

143

SALVATORE PETRUOLO (ITALIAN, 1857-1946)

Strada Sorrentina signed 'S.Petruolo.' (lower right) oil on canvas laid to board *35 x 59.5cm (13 3/4 x 23 7/16in).* unframed

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

142









144

NEAPOLITAN SCHOOL (19TH CENTURY)

Neapolitan scenes, including Vesuvius erupting and the bay of Naples gouache each 26.7 x 40.7cm (10 1/2 x 16in).(4)

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000



145 * FRANÇOIS ANTOINE BOSSUET (BELGIAN, 1800-1889)

La porte Romaine a Cordoue signed and dated 'F.Bossuet/1880' (lower right); oil on canvas 48.9 x 74.9cm (19 1/4 x 29 1/2in).

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

Provenance Anon. sale, Sotheby's, London, 3 June 2009, lot 135. Private collection UK.

FRANÇOIS ANTOINE BOSSUET (BELGIAN, 1800-1889)

A street scene, Toledo signed 'F.Bossuet' (lower right); signed, indistinctly titled and inscribed (on artist's label affixed to the reverse) oil on panel 44.4 x 32.7cm (17 1/2 x 12 7/8in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

147 ^{AR}

VIDA GÁBOR (HUNGARIAN, 1937-1999)

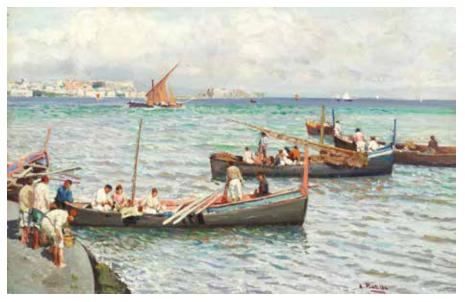
First day at school signed with initials 'V.G.' (lower right) oil on board 40 x 29.8cm (15 3/4 x 11 3/4in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000









149

148 ^{AR}

ATTILIO PRATELLA (ITALIAN, 1856-1949)

A coastal town in summer signed 'A.Pratella' (lower right) oil on panel 21.6 x 33cm (8 1/2 x 13in).

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

149 ^{AR}

ATTILIO PRATELLA (ITALIAN, 1856-1949)

Fishing boats on the Neapolitan coast signed 'A.Pratella' (lower right) oil on board 22.8 x 35cm (9 x 13 3/4in). unframed

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



150 ^{AR}

FRANCESCO GALANTE (ITALIAN, 1884-1972)

Lettera di Natale signed 'F. Galante' (lower left); bears signature, date and title (on the reverse) oil on board *45.1 x 55cm (17 3/4 x 21 5/8in).* unframed

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

151 ^{AR}

ATTILIO PRATELLA (ITALIAN, 1856-1949)

A bustling port scene signed 'A.Pratella' (lower right) oil on board 36.8 x 22.9cm (14 1/2 x 9in).

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



152 AR

LAUREANO BARRAU BUÑOL (SPANISH, 1863-1957)

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

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

Provenance

Private collection, Spain.

Exhibited

Barcelona, *Exposición de bellas artes e indústrias artísticas*, 1896, no. 281.

Literature

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









154

153 JOSEF ENGELHART (AUSTRIAN, 1864-1941)

On the terrace signed and inscribed 'Engelhart/Paris' (upper left) oil on paper laid to canvas $73.1 \times 42.6cm$ (28 3/4 x 16 3/4in).

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

Provenance

Anon. sale, Sotheby's, London, 22 November 1988, lot 48A. Purchased from the above sale by the present owner.

154

ALBERTO PISA (ITALIAN, 1864-1931)

A hot house flower signed 'A Pisa' (lower right) oil on canvas 100.4 x 67.3cm (39 1/2 x 26 1/2in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000



155

GEORGES JULES VICTOR CLAIRIN (FRENCH, 1843-1919)

Un dimanche en bord de mer signed and dated 'G.Clairin/1888' (lower left) oil on canvas 90.8 x 131.5cm (35 3/4 x 51 3/4in).

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000







157

156

LOUIS ROBERT CARRIER-BELLEUSE (FRENCH, 1848-1913)

A walk in the woods signed and dated 'L.Carrier-Belleuse/73' (lower centre) oil on panel $21 \times 27cm$ (8 1/4 x 10 5/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

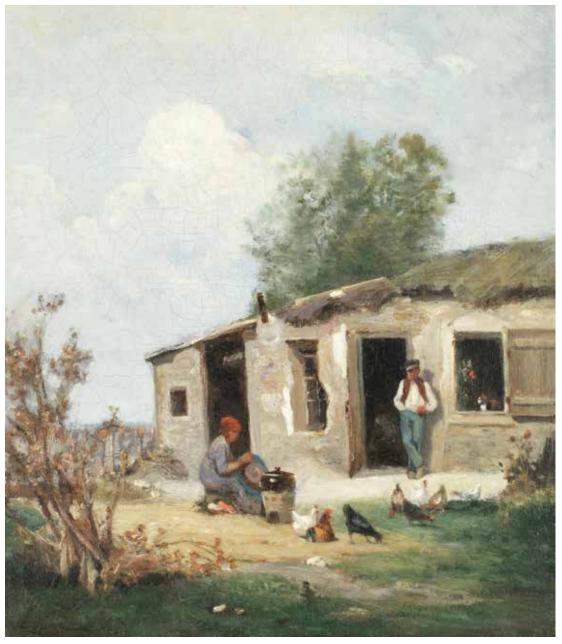
Sale, Kunsthaus Lempertz, Cologne, Alte Kunst und Sammlung Rau fur UNICEF, 16 November 2013, lot 1562.

157

OSWALD ACHENBACH (GERMAN, 1827-1905)

Der Rhein mit dem Siebengebirge signed 'Osw.Achenbach' (lower left) oil on paper laid to board 26 x 39cm (10 1/4 x 15 3/8in).

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



158

STANISLAS LÉPINE (FRENCH, 1835-1892)

Cour de ferme en Normandie signed 'Lepine' (lower left) oil on canvas 40 x 36.2cm (15 3/4 x 14 1/4in).

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

Provenance

Anon. sale, Hôtel Drouot, Paris, 22 February 1928, lot 38. Anon. sale, Sotheby's, London, 24 May 1989, lot 3. Anon. sale, Christie's, London, 30 June 1999, lot 122. Purchased from the above sale by the preset owner.

Exhibited

Paris, Galerie Schmit, Exposition Lépine, May - June 1968, no. 42.

Literature

R. & M. Schmit, *Stanislas Lépine 1835-1892, Catalogue raisonné de l'oeuvre peint*, Paris, 1993, no. 668 (illustrated p. 269).





159 AR AUGUSTE LEROUX (FRENCH, 1871-1954) Ballerine signed 'AUGUSTE LEROUX' (lower right) oil on canvas 100 x 81cm (39 3/8 x 31 7/8in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

160

NATHANIEL SICHEL (GERMAN, 1843-1907) Eastern beauty signed 'N.Sichel' (upper right) oil on canvas

oil on canvas 127 x 80cm (50 x 31 1/2in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

Provenance Private collection UK.





161

MANUEL FELIU DE LEMUS (SPANISH, 1865-1922)

Thoughtful signed and dated 'M Feliu 1901' (lower left) oil on canvas 55.5 x 45cm (21 7/8 x 17 11/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

162

JEAN LEON HENRI GOUWELOOS (BELGIAN, 1865-1943)

A seated nude before a mirror signed 'Jean Gouweloos' (lower left) oil on canvas 107.5 x 91cm (42 5/16 x 35 13/16in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000



163

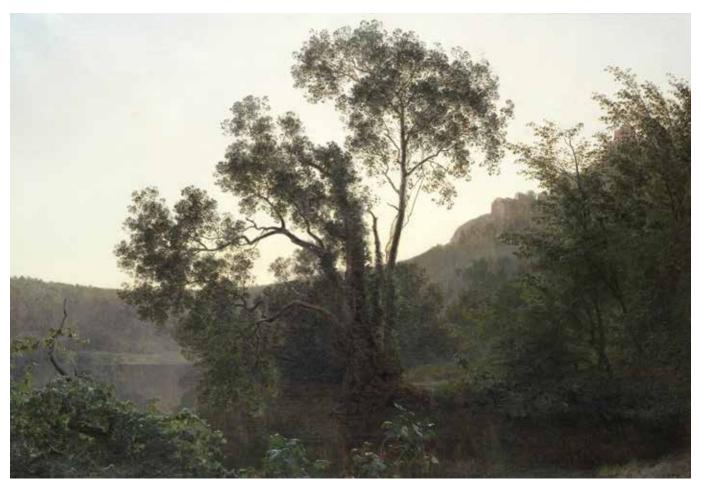
CHRISTIAN PEDER MØRCH ZACHO (DANISH, 1843-1913)

A woodland stream signed and dated 'Chr Zacho 1908' (lower left) oil on canvas 76.2 x 109.8cm (30 x 43 1/4in).

£5,000 - 7,000 €5,700 - 8,000 US\$6,700 - 9,300

Provenance

Anon. sale, Bonhams, London, 29 October 2008, lot 36. Purchased from the above sale by the present owner.



164 JANUS (ANDREAS BARTHOTIN) LACOUR (DANISH, 1837-1909) Lake Nemi

signed and dated 'J.la Cour.1877.' (lower right) oil on canvas 53.3 x 79.4cm (21 x 31 1/4in).

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

Provenance Anon. sale, Bonhams, London, 22 April 2010, lot 12.





166

165 ^{AR}

MARCEL DYF (1899-1985)

Pont sur le canal du Midi à Aygues Morte signed 'Dyf' (lower right) oil on canvas 46.4 x 55.9cm (18 1/4 x 22in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

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

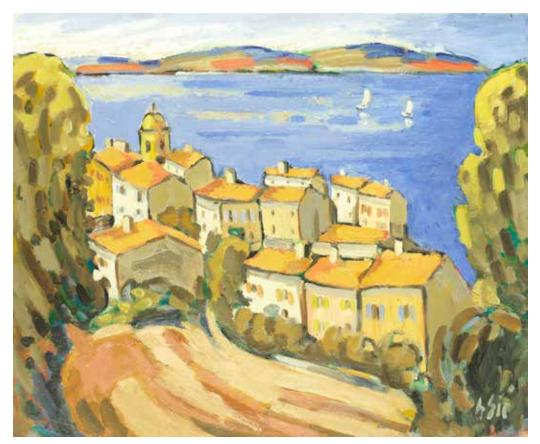
Provenance

With Frost and Reed, London, no. 49528. Private collection UK.

166 ^{AR} **MARCEL DYF (1899-1985)** *'La Seine à Verneuil'* signed 'Dyf' (lower right) oil on canvas 60.3 x 73cm (23 3/4 x 28 3/4in). Painted in 1969

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 5147.



167 ^{AR}

HENRI SIE (FRENCH, BORN 1939)

'St Tropez' signed 'h Sié' (lower right); signed, dated, titled and dedicated (1/2000) on the reverse oil on canvas $60 \times 73 cm$ (23 5/8 x 28 3/4in). unframed

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

Provenance

Purchased directly from the artist by the present owner.

168 ^{AR}

MARCEL DYF (1899-1985)

'Verger Provencal' signed 'Dyf' (lower left) oil on canvas 54.6 x 47cm (21 1/2 x 18 1/2in). Painted in 1950

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 4852.

Provenance

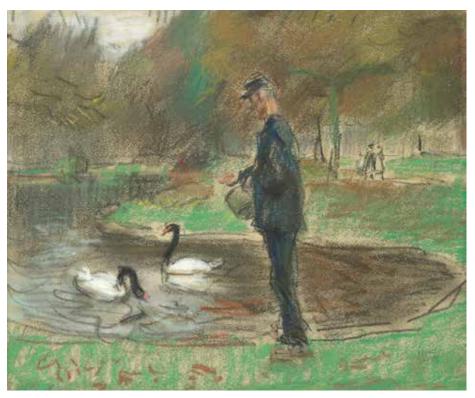
Private collection UK.





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.





170

169 PAUL LECOMTE (FRENCH, 1842-1920)

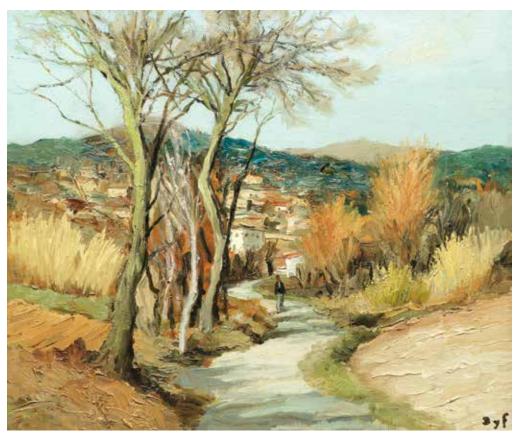
Late summer harvest signed 'Paul Lecomte' (lower right) oil on canvas 37.8 x 55.6cm (14 7/8 x 21 7/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000 170

ISAAC ISRAELS (DUTCH, 1865-1934) In de Haagsche Dierentuin signed 'Isaac/Israels' (lower right) pastel 22.8 x 27cm (9 x 10 5/8in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,400

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



171 ^{AR}

MARCEL DYF (1899-1985)

'Route à Saint Paul de Vence' signed 'Dyf' (lower right) oil on canvas 46.4 x 55.3cm (18 1/4 x 21 3/4in). Painted in 1965

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,700

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 5146.

172 AR

MARCEL DYF (1899-1985)

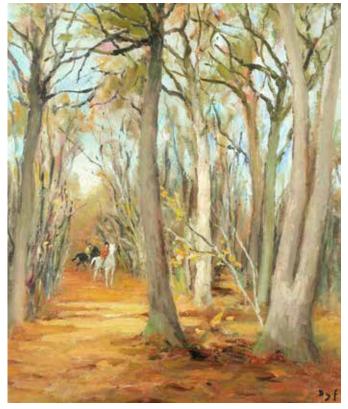
'Cavalier' signed 'Dyf' (lower right) oil on canvas 54.6 x 45.7cm (21 1/2 x 18in). Painted in 1970

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

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. 1102.

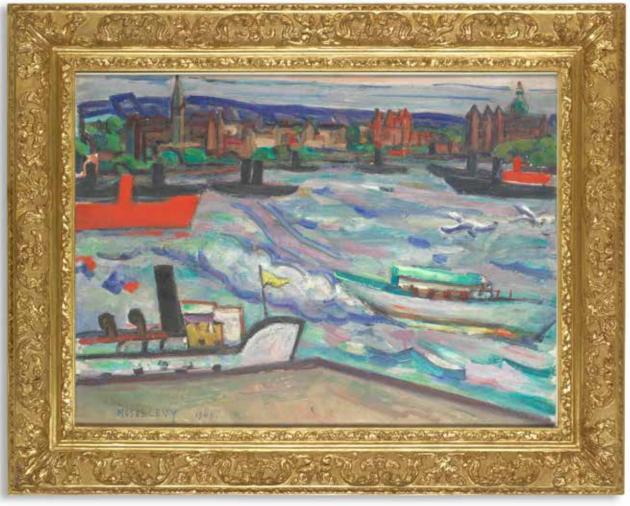
Provenance

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.



173 ^{AR}

MOSES LEVY (ITALIAN, 1885-1968)

'Battelli a Stoccolma' signed and dated 'Moses Levy 1947' (lower left); signed, dated and titled (on the reverse) oil on board *54 x 73cm (21 1/4 x 28 3/4in).* Painted in 1947

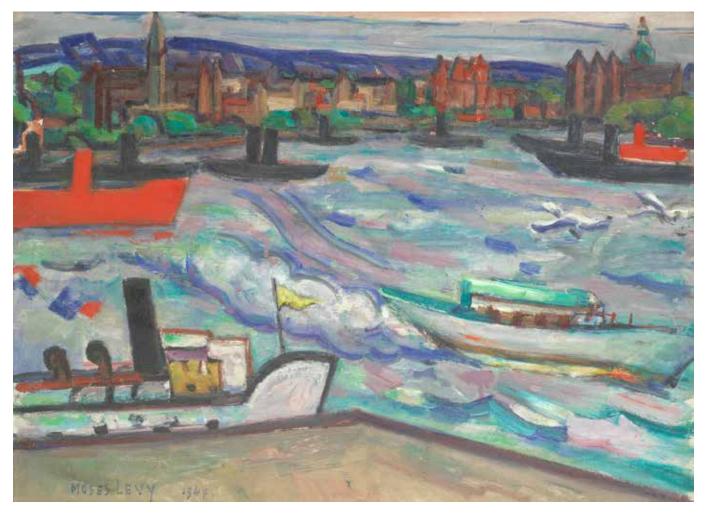
£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

Provenance

Private collection, Italy.

Literature

Moses Levy and Carlo Ludovico Ragghianti, *Moses Levy, Serie Di Saggi E Studi, Critica D'arte*, Florence, 1975, no. 177, (illustrated p. 66).







174

174 ^{AR}

FRANÇOIS GALL (FRENCH, 1912-1987)

Eugénie et son bébé dans une prairie normande Eugénie et Marie-Lize au Lac de Vincennes - Paris. the first signed 'F.gall' (lower left); the second signed and inscribed 'F.gall/Paris' (lower right) the first oil on canvas, the second oil on canvasboard 22.3 x 27.3cm (8 3/4 x 10 3/4in) and 19 x 24.2cm (7 1/2 x 9 1/2in).(2)

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

The authenticity of both works has kindly been confirmed by Madame Marie-Lize Gall.

Provenance Private collection UK.



175 ^{AR} HENRI HAYDEN (FRENCH, 1883-1970)

Fleurs et Fruits signed and dated 'Hayden/62' (lower left) oil on board 36.2 x 48.9cm (14 1/4 x 19 1/4in).

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

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

Provenance

With Waddington Galleries, London. Private collection UK.

176

MAXIMILIEN LUCE (1858-1941)

Bouquet dans un vase signed 'Luce' (lower left) oil on paper laid to canvas 38.1 x 28.6cm (15 x 11 1/4in).

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance Private collection, Italy.

Literature

D.Bazetoux, *Maximilien Luce, catalogue de l'oeuvre peint*, Vol.II, Paris, 1986, no. 1186 (illustrated p. 296).





177 AR

ANTONIO SAURA (SPANISH, 1930-1998)

'Las 3 gracias' signed, dated and titled 'SAURA/Estocolmo 1960/Las 3 gracias' (centre) gouache, collage and crayon on paper 70 x 49cm (27 9/16 x 19 5/16in).

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

Provenance

With Galerie Blanche, Stockholm With Annely Juda Gallery, London Private collection, Madrid. Sale, Christie's, Madrid, 3 October 2007, lot 12. Private collection, Barcelona.

Exhibited

Stockholm, Galerie Blanche, 1977. Madrid, ARCO, Annely Juda Gallery, London, 1995.

Literature

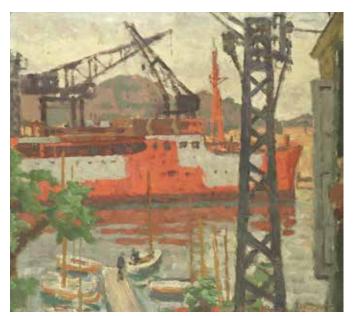
Sevilla, Caja de San Fernando, *El Arte del Desnudo*, 1998, (illustrated p. 71)

Granada, Fundación Caja de Granada, Secretos del Desnudo, 1999, (illustrated p. 73)

This work will be included in the *Catalogue raisonné de l'oeuvre peint du Maître*, under the reference DAMP@1960/220-07.

This work is registered in the archives of the Antonio Saura Foundation, Geneva.







178 ^{AR} EDWARD LE BAS (BRITISH, 1904-1966)

'Shipyards, Ciotat' signed 'E le Bas' (lower right); signed and titled (on the reverse) oil on board *41 x 45.1cm (16 1/8 x 17 3/4in).*

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

Provenance

The collection of Count William de Belleroche. The collection of Gordon Anderson. Thence by descent to the present owner.

179 AR

JEAN JULES LOUIS CAVAILLÈS (1901-1977)

Fenêtre à Cannes signed 'J.CAVAILLES' (lower right) gouache over traces of black chalk 63.5 x 41cm (25 x 16 1/8in).

£1,800 - 2,500 €2,100 - 2,900 US\$2,400 - 3,300

The Jules Cavaillès Research Center has recorded the present work in their archive under no. P-14-014.

Provenance

Sale, Paris, Millon, Succession J.Cavailles de l'Académie Julian à la Ruche, 8 March 2016, lot 145. Purchased from the above sale by the present owner.

Exhibited

Gaillac, Musée des Beaux Arts, *Jules Cavaillès*, 2008. Lyon, Galerie Michel Estades, *Jules Cavaillès*, 2013.

Literature

Jules Cavaillès, *Peintre de la Réalité Poétique*, Grand Sud, 2008, (illustrated p. 38).

179





180

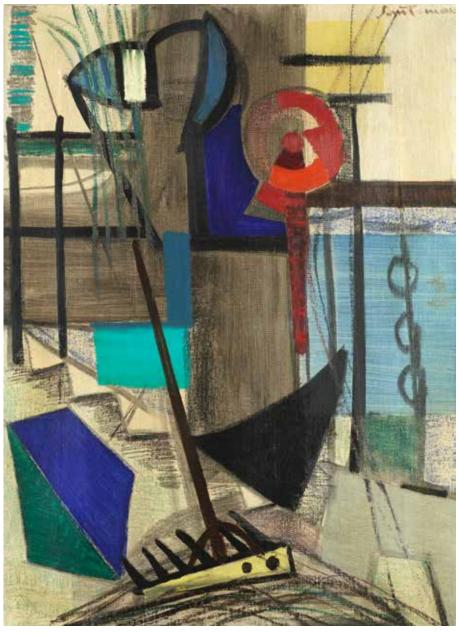
180 AR ETIENNE DRIAN (FRENCH, 1885-1961)

Male nudes, a pair one signed 'Drian' (lower left) the other indistinctly signed (lower right) charcoal, pastel and gouache $67.3 \times 46.4 cm$ (26 1/2 x 18 1/4in).

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

Provenance

The collection of Count William de Belleroche. The collection of Gordon Anderson. Thence by descent to the present owner.



181 ^{AR}

GIUSEPPE SANTOMASO (ITALIAN, 1907-1990)

Ritmi rurali signed 'Santomaso' (upper right) oil on canvas *61 x 46.5cm (24 x 18 5/16in).*

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

Provenance Private collection UK.

Literature

Presumably, G. Santomaso and L. Alfieri, *Santomaso, catalogue raisonné 1931-1974*, Venice, 1975, no. 27/193 (illustrated in colour no. 27, and b/w cat no. 193). (Incorrect measurements).



182 AR

GIUSEPPE SANTOMASO (ITALIAN, 1907-1990)

'Finestra' signed and dated 'Santomaso 48' (upper right) oil on canvas 88.9 x 58.4cm (35 x 23in).

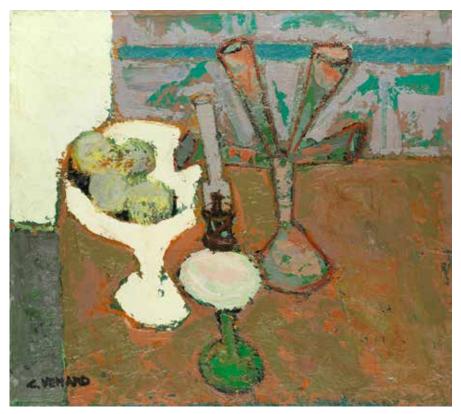
£4,000 - 6,000 €4,600 - 6,900 US\$5,300 - 8,000

Provenance

Private collection UK.

Literature

Presumably, G. Santomaso and L. Alfieri, *Santomaso, catalogue raisonné 1931-1974*, Venice, 1975, no. 20/164 (illustrated in colour no. 20, and b/w cat no. 164). (Incorrect measurements).





184

183 ^{AR} **CLAUDE VENARD (FRENCH, 1913-1999)** *Nature morte* signed 'C.VENARD' (lower left) oil on canvas 66 x 75cm (26 x 29 1/2in).

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,700

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

Provenance

Valley House Gallery, Dallas, USA.

184 ^{AR}

MARCEL MOULY (1918-2008)

'Le goûter' signed 'M.Mouly' (lower right); signed, titled and dated (on the reverse) oil on canvas 22.5 x 27.3cm (8 7/8 x 10 3/4in). painted in 1987

£2,000 - 3,000 €2,300 - 3,400 US\$2,700 - 4,000

Provenance

Purchased directly from the artist by the father of the current owner *circa* 1990.



185 AR

JULES BISSIER (GERMAN, 1893-1965) Abstract composition indistinctly signed and dated (lower left)

indistinctly signed and dated (lower left) ink on paper 19.7 x 26.4cm (7 3/4 x 10 3/8in).

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,600

186 ^{AR}

RUDOLF BAUER (GERMAN, 1889-1953)

Reclining female figure stamped by the Bauer Estate (lower left) pencil 61.9 x 50.2cm (24 3/8 x 19 3/4in).

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

Provenance Private collection UK.



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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.

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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.

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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.

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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 vou 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.

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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).

Hammer Price	Percentage amou
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/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the 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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the 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;
 6.1
- 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 *Bonharns*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4

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. 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

4.2

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

PAYMENT

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

COLLECTION OF THE LOT

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7.5

- 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*.
 - You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the 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 [^{AB}], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

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

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.4

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

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.

RESPONSIBILITY FOR THE LOT

6

6.1

6.2

- 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.
- You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

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

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

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

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

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

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

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

GOVERNING LAW

13

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale). "Auctioneer" the representative of Bonhams conducting the Sale. "Bidder" a person who has completed a *Bidding Form*. "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession.

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treatv).

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

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

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

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

"Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account. "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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HONG KONG

Impressionist &

Modern Art

UK India Phillips

U.S.A

H.K.

U.S.A

UK

U.S.A

UK

U.S.A

Jeff Olson

Jewellery

Jean Ghika

Golf Sporting

Memorabilia

Irish Art

Penny Day

Michael Lake

Greek Art Anastasia Orfanidou

European Sculptures

UK

U.S.A

UK

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> Mechanical Music Jon Baddeley +44 20 7393 3872

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Modern & Contemporary South Asian Art Tahmina Ghaffar +44 207 468 8382

Modern Design Gareth Williams +44 20 7468 5879

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Automobilia UK Toby Wilson +44 8700 273 619 Adrian Pipiros +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

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Orientalist Art Charles O'Brien +44 20 7468 8360

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

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Russian Art

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Scientific Instruments Jon Baddeley +44 20 7393 3872 U.S.A. Jonathan Snellenburg +1 212 461 6530

Scottish Pictures Chris Brickley +44 131 240 2297

Silver & Gold Boxes UK Ellis Finch +44 20 7393 3973 U.S.A Aileen Ward +1 323 436 5463

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Travel Pictures Veronique Scorer +44 20 7393 3962

Urban Art Gareth Williams +44 20 7468 5879

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