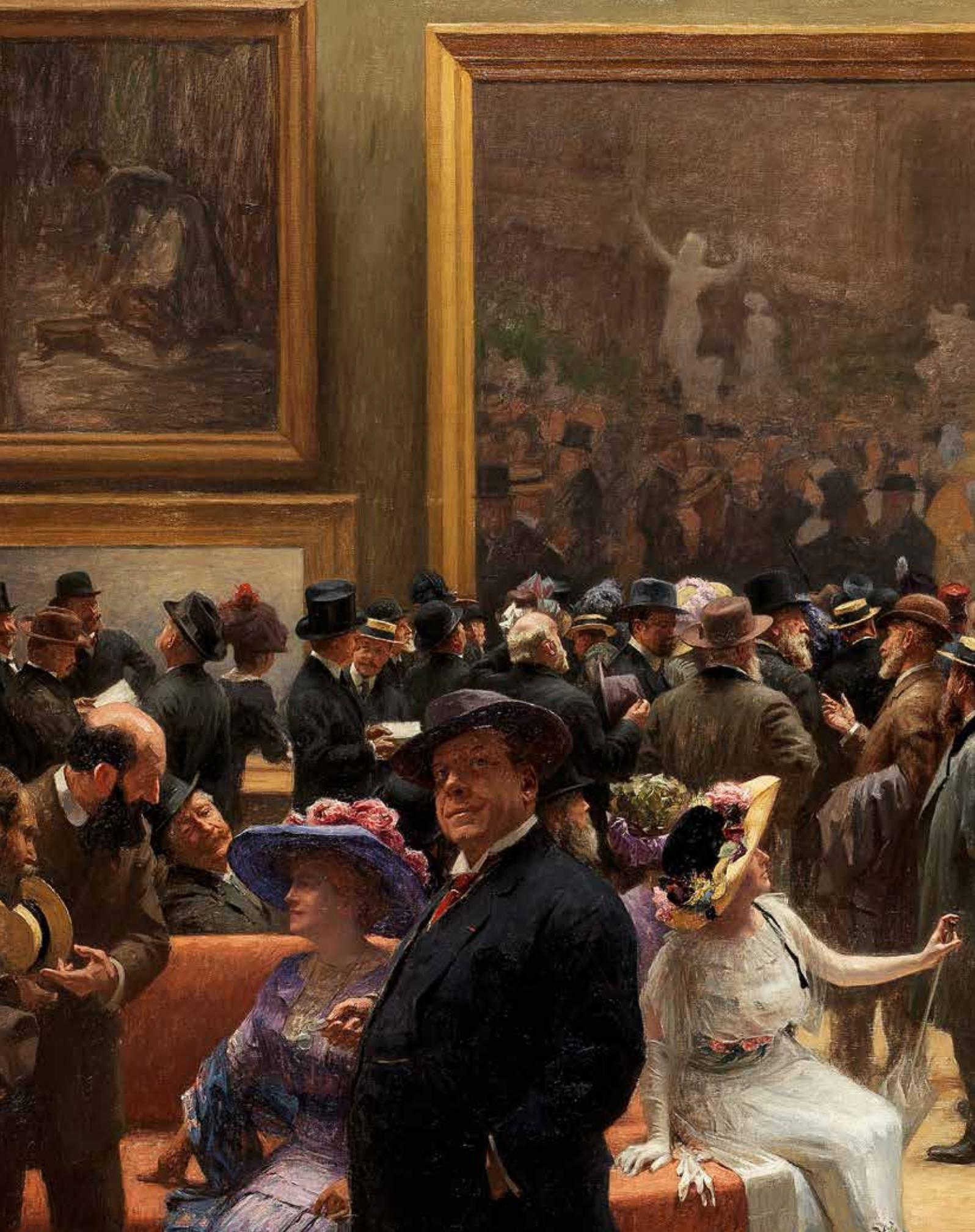


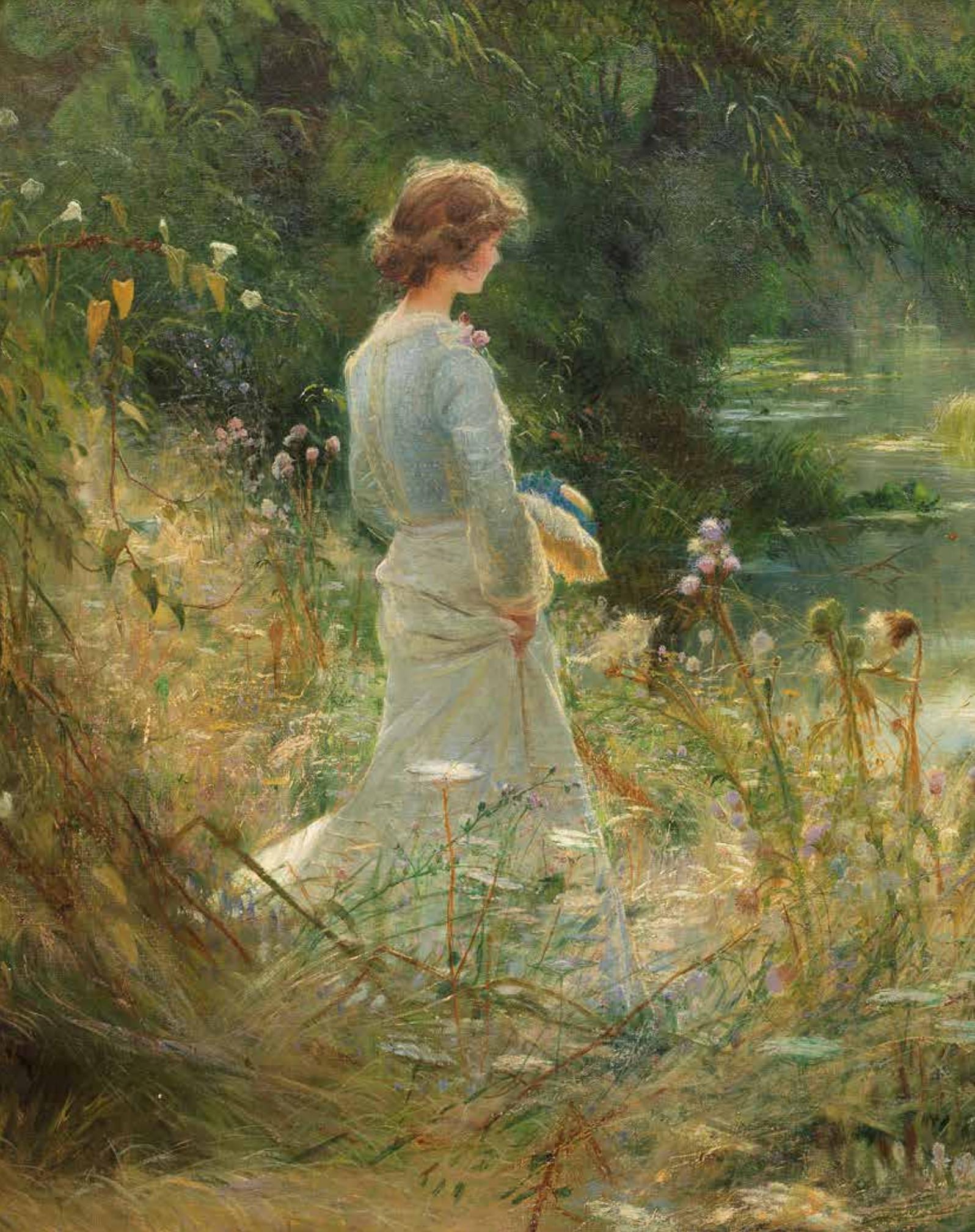
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19th Century European, Victorian
and British Impressionist Art

New Bond Street, London | 26 September 2019







19th Century European, Victorian and British Impressionist Art

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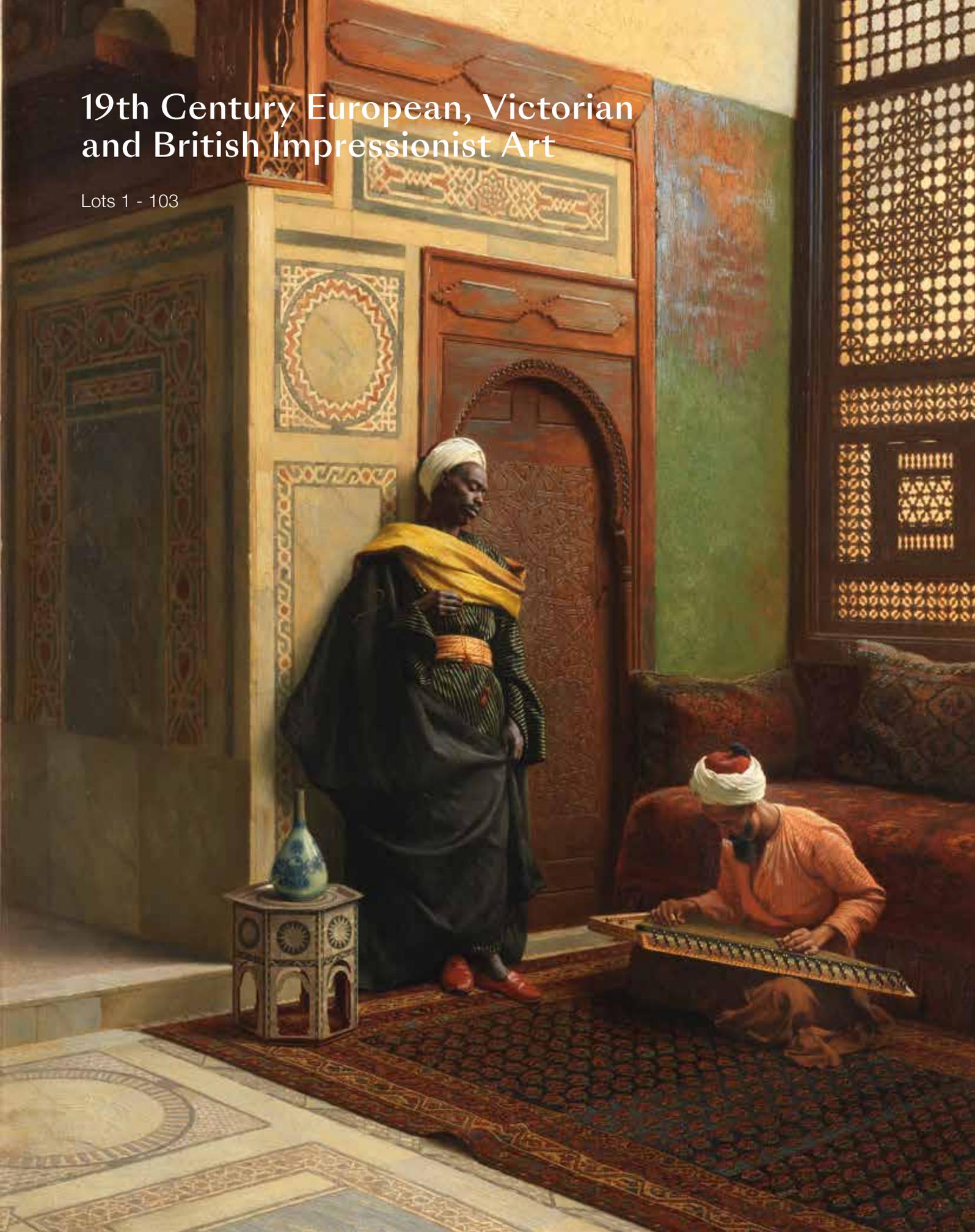
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19th Century European, Victorian and British Impressionist Art

Lots 1 - 103





1

ANTONIETTA BRANDEIS (CZECH, 1849-1926)

Giotto's Campanile, Florence
signed with initials 'AB.' (lower right)
oil on panel
46.5 x 17.5cm (18 5/16 x 6 7/8in).

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

2

ANTONIETTA BRANDEIS (CZECH, 1849-1926)

Rome, figures fishing on the Tiber, Castel
Sant'Angelo and St. Peter's Basilica beyond;
Florence, Ponte alle Grazie
a pair, both signed 'ABrandeis.' (lower right)
oil on panel
each 15 x 25.5cm (5 7/8 x 10 1/16in).

(2)

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

1





3



4

3

EDWARD PRITCHETT (BRITISH, 1828-1864)

A busy Venetian waterway; On a Venetian canal

a pair

oil on canvas

each 30 x 40.5cm (11 13/16 x 15 15/16in).

(2)

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

Provenance

Private collection, UK.

4

VINCENZO GIOVANNINI (ITALIAN, 1817-1903)

Il Foro Romano

oil on canvas

63 x 91cm (24 13/16 x 35 13/16in).

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

Provenance

Private collection, Italy.



5

GUGLIELMO CIARDI (ITALIAN, 1842-1917)

Giardini Pubblici, with San Giorgio Maggiore beyond
signed 'G CIARDI' (lower right)

oil on canvas

56 x 92cm (22 1/16 x 36 1/4in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000



6

FRIEDRICH PAUL NERLY (ITALIAN, 1824-1919)

Veduta di Venezia

signed 'Nerly f' (lower right)

oil on canvas

39.3 x 90cm (15 1/2 x 35 7/16in).

£30,000 - 50,000

€32,000 - 54,000

US\$36,000 - 61,000

Provenance

Private collection, Italy.

7 *

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

Les marais de Cuincy près de Douai

signed 'COROT' (lower left)

oil on canvas

24 x 33cm (9 7/16 x 13in).

Painted *circa* 1865-1870

£25,000 - 30,000

€27,000 - 32,000

US\$30,000 - 36,000

Provenance

M. E. Coudray Collection; Sale, Paris, 12 June 1908, no. 14, sold to

M. Bayle.

Arnold & Tripp, Paris, *circa* 1909.

Bernheim Jeune & Cie, Paris, no. 16676, prior to 1925.

Collection Sauphar, Paris.

Private collection, USA.

Literature

André Schoeller and Jean Dieterle, *Corot, premier supplément à*

"L'oeuvre de Corot" par Alfred Robaut et Moreau-Nélaton, Paris, 1948,

no. 80.



GUSTAVE COURBET (FRENCH, 1819-1877)

La plage de Saint-Aubin

signed and indistinctly dated '.68/Gustave Courbet' (lower left)
oil on canvas

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

£120,000 - 180,000

€130,000 - 190,000

US\$150,000 - 220,000

Provenance

Fourquet Collection, Paris, 1882.

Charles A. Platt Collection.

Wildenstein & Co., New York.

Norman and Cynthia Armour Collection, New York.

Sale, Christie's, New York, 19 April 2005, lot 160.

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

Exhibited

Paris, Ecole Nationale des Beaux Arts, *Exposition des oeuvres de Gustave Courbet*, May 1882, no. 120.

Paris, Galerie Bernheim Jeune, *Gustave Courbet*, December 1917-January 1918, no. 24.

Paris, Galerie Bernheim Jeune, *Courbet*, 18-31 July 1919, no. 18.

Hamburg, Kunsthalle and Frankfurt, Städtische Galerie im Städelsche Kunstinstitut, *Courbet und Deutschland*, October 1978-March 1979, no. 474/9, p. 548 (illustrated).

Literature

E. Chéron, *Album photographique de l'exposition Courbet*, Ecole Nationale des Beaux Arts, Paris, 1882, sheet 9.

R. Fernier, *La vie et l'oeuvre de Gustave Courbet catalogue raisonné*, Lausanne and Paris, 1978, vol. II, p. 40, no. 603, illustrated p. 41 (listed as dated 1867).

Born in Ornans in eastern France, Gustave Courbet was introduced to painting at the age of 14; after moving to Paris, he started frequenting the studio of Charles de Steuben and the Académie Suisse, although he preferred to educate himself by copying works by Spanish, Venetian, Dutch and Romantic painters in the Louvre. Portraits of family members progressed to self-portraits, which proved to be a favourite subject, Courbet producing works such as *Man in despair* (1841), *Courbet with a black dog* (1842), *The wounded man* (1844-1854) and *The man with the leather belt (Portrait of the artist)* (1845-1846).

By 1848, Courbet had ten paintings accepted to the Salon and the State purchased *After Dinner at Ornans* (1849), now in the Musée des Beaux-Arts, Lille. Amongst critics and collectors Courbet's work was soon gaining traction, and to an increasingly growing audience he started to radically challenge the established artistic tradition. He found new ways of expression in his landscapes, nude studies and, notably, he produced paintings of domesticity and every day life, on a monumental scale usually reserved for historical or religious subjects.

Courbet also challenged the traditions of maritime painting. Among many of his contemporaries, marine painting focused on depictions of the shipping trade, naval activity, military battles and the victory of man over the powerful forces of the sea. J.M.W. Turner was one of the pre-eminent marine painters and his expansive seascapes explored the power of nature through swirling colour and impressive compositions. Courbet challenged this tradition of narrative marine painting - where the ship and humans provided the story, or a dramatic storm dominated the tale- producing a number of canvases with cloud-filled skies, seascapes full of lyrical beauty with no threat of stormy weather and minimal human activity, often just a hint of sail in the distance.

Courbet's earliest seascapes date to 1841. He first visited the Normandy coast, and this sparked a long-lasting interest in depicting the sea as an alternative to the countryside of his native Franche-Comté. He completed a series in 1854 when he went to Montpellier and then further trips to Normandy from 1859-1869 influenced his exhibition strategy for the Salon. He was also inspired by Trouville and Deauville and later more dramatic wave paintings were informed by the terrain around Étretat.

At the end of August 1867, Courbet was invited by his friend and patron, the pharmacist Fourquet, who owned a property in Saint-Aubin-sur-Mer, remaining there for ten days. The present lot is one of the three seascapes Courbet produced during this stay, although he finished and signed the work in his studio in Paris. An immense sky dominates the sea at low tide. A suggestion of a cresting wave in the foreground, through application of white pigment, gives a hint of the strength and raw force of the sea, despite the current calm.

These seascapes provided Courbet with the freedom to experiment with painting technique and to focus on capturing the nuanced coastal light. Mary Morton, writing in the exhibition catalogue to *Courbet and the Modern Landscape* notes that Courbet 'often painted in large scale, working quickly and applying paint with a range of gestures and a variety of tools: large and small brushes, the palette knife, rages, even his thumb. His completed pictures were often roughly finished, intentionally defiant of the polished *fini* characteristic of Academic paintings. The self-effacing elimination of all traces of the artist's labour was antithetical to Courbet's project... At close range one can see primary, secondary and tertiary layer laid bare, with regular adjustments made between them inspired by a referent in nature and/or the exigencies of the paint itself'.¹

Courbet's paintings and artistic practice inspired and influenced artists such as Paul Cézanne, Édouard Manet, James Abbott McNeill Whistler, Claude Monet, Charles Auguste Émile Durand, Henri Fantin-Latour, Pierre-Auguste Renoir and countless others.

¹ Mary Morton, Charlotte Eyerman and Dominique de Font-Réaulx, *Courbet and the Modern Landscape*, exhibition catalogue, The J. Paul Getty Museum, Los Angeles, 2006, p. 7.





9

9

CESARE MACCARI (ITALIAN, 1840-1919)

The fortune teller
signed and inscribed 'CMaccari/Roma' (lower left)
oil on panel
31.5 x 41cm (12 3/8 x 16 1/8in).

£3,000 - 5,000
€3,200 - 5,400
US\$3,600 - 6,100

Provenance

Tho^s Agnew & Sons, London.
Cooling Galleries, London.
Private collection, UK.
Thence by descent.

For a very similar composition, see Christie's, New York, 16 June 2009, lot 128.



10

10

FRANÇOIS BRUNERY (ITALIAN, 1849-1926)

Le gourmand
signed 'F. Brunery' (lower right)
oil on panel
46.5 x 37.8cm (18 5/16 x 14 7/8in).

£3,000 - 5,000
€3,200 - 5,400
US\$3,600 - 6,100

Provenance

Sutcliffe Galleries, Harrogate.
Private collection, UK (acquired from the above).



11

ADRIEN MOREAU (FRENCH, 1843-1906)

The grape harvest
signed 'ADRIEN_MOREAU.' (lower right)
oil on canvas
132 x 180cm (51 15/16 x 70 7/8in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Private collection, Spain.

Having trained at the École des Beaux-Arts in Paris under Leon Cogniet, Adrien Moreau first exhibited at the Paris Salon in 1868, aged just 25. Described by one critic as an artist who 'emancipated himself from the traditions of his teaching and displayed his own individuality in his works'¹, Moreau was able to apply his skills to landscape, genre and historical painting, equally adept at creating a medieval fantasy, or a Naturalist narrative, such as in the present lot.

Moreau was a regular and prolific exhibitor at the Salon, and his work was in high demand during his lifetime, especially among American collectors. He also provided illustrations for important literary works by Victor Hugo, Honoré de Balzac and Voltaire. Moreau was awarded the Chevalier of the Légion d'honneur in 1892 for his services to art.

¹ H.W.S., 'Sous La Feuille', *The Magazine of Art Illustrated*, vol. 3, 1880, p. 301.



12

JULES SALLES-WAGNER (FRENCH, 1814-1898)

The flower seller

signed 'JULES SALLES' (lower left)

oil on canvas

103 x 80.5cm (40 9/16 x 31 11/16in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000



13

FRÉDÉRIC SOULACROIX (FRENCH, 1858-1933)

The three connoisseurs

signed and inscribed 'F. Soulacroix/Florence' (lower right)

oil on canvas

90.5 x 69cm (35 5/8 x 27 3/16in).

£30,000 - 50,000

€32,000 - 54,000

US\$36,000 - 61,000

Provenance

Anon. sale, Christie's, New York, 16 October 1991, lot 28.

Fine Art of Oakham.

Private collection, UK.

14

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Portrait of María Luisa Maldonado y Salabert, Marquesa de Torneros, daughter of the Count of Villagonzalo, full length signed and dated 'J. Sorolla y Bastida/1907' (lower right) oil on canvas
208 x 125cm (81 7/8 x 49 3/16in).

£180,000 - 250,000

€190,000 - 270,000

US\$220,000 - 300,000

We are grateful to Blanca Pons-Sorolla for confirming the attribution to Joaquín Sorolla. The work is included in Blanca Pons-Sorolla's catalogue under inventory number BPS 2036.

Provenance

Commissioned by the father of the sitter, Count Villagonzalo.
Thence by direct descent.
Private collection, Spain.

Exhibited

London, Grafton Galleries, *Exhibition of Paintings by Señor Sorolla y Bastida*, May-July 1908, no. 68.

Madrid, Museo Nacional Thyssen-Bornemisza & Museo Sorolla, *Sorolla y la moda*, February-May 2018, no. 66.

Literature

Bernardino de Pantorba, *La Vida y La Obra de Joaquín Sorolla*, Madrid, 1970, no. 2004, p. 207, as *Retrato de la Srta. María Luisa de Maldonado, hija del Conde de Villagonzalo (de cuerpo entero)* (illustrated in black and white p. 75).

Blanca Pons-Sorolla, *Joaquín Sorolla: Life and work*, Madrid, 2001, p. 266.





The present lot hanging in the Palacio del Conde de Villagonzala, Madrid

As a portraitist, Sorolla enjoyed regular commissions from an early stage in his career, giving the artist some financial security and enabling him to explore other genres of painting with less commercial pressures. Diez and Baron note that while the artist's portrait work is often overlooked, Sorolla's 'prolific labour as a portrait painter constitutes one of the most solid and fundamental pillars of his development as an artist. In this genre he revealed with greatest intensity his alignment with the grand tradition of the Spanish school'. The authors further note that 'Paradoxically, it was also the field in which he proved most permeable to...influences from international modes and fashions, adopting particular styles of portraiture to please the varied clientele'¹, a commentary that might well be applied to the present lot, where Sorolla has adopted the mode of the classic English portraitist. Painted in 1907, the present portrait belongs to a period of creativity where the artist 'brought important compositional and scenographic innovation into his portraits, expanding their expressive possibilities in ways he would maintain throughout his career'.² Here, the landscape is not merely a backcloth to the figure and is rendered with equal precision and care.

Having enjoyed 'an excellent response to the likenesses he sent to The National Fine Arts exhibition in 1904'³ Sorolla was flooded with commissions, and these were not merely regarded as an adjunct to the artist's other works. Rather, these commissions were the bedrock of his attempt to cement an international reputation and portraiture formed a significant section of the works included in the artist's 1908 exhibition at the Grafton Galleries in London, a major retrospective of some 278 paintings. The present lot was among the portraits included. The exhibition was Sorolla's first major showing in London, and he was promoted as 'The World's Greatest Living Painter'. Diez and Baron note that Sorolla 'saw to it that the catalogue of that show included the following announcement on various pages and in the captions to several portraits reproduced therein: "Señor Sorolla will be pleased to undertake a few Commissions for Portraits"⁴.

Writing in his critical introduction to the exhibition, Leonard Williams was effusive about the artist's work, noting with enthusiasm that: 'we are confronted, in Sorolla's art, with marvellous, well-nigh miraculous fecundity and quality, interpreting all aspects and developments of contemporary Spain - portraits of royal personages, nobles, commoners, of the artist's wife and children, of statesmen, novelists, poets, scientists, or soldiers; landscape and prospects of the naked sea; the bright and tender joys of infant life, the playful scenes of boyhood and of girlhood, sorrows and problems and anxieties of later age, the sordid schemes of evil-doers, the strenuous toilers of the deep, the simple cultivators of the soil, the village cares and pastimes of the peasantry'.⁵

Doña María Luisa Maldonado y Salabert, born in 1888, was the daughter of Don Mariano Maldonado y Davalos, VII Count of Villagonzalo (1852-1921) and Dona Fernanda Salabert y Artega, Marquise de Valdeolmos (1887-1945). Doña María Luisa Maldonado was Marquesa de Torneros and then Marquise widow of Don Fernando Roca de Togores y Caballero, who was son of the Marquises of Molins.

The portrait was painted in part at Sorolla's Madrid studio in the early months of 1907, while the background is the Sierra de Guadarrama, the landscape around the El Pardo estate where Sorolla's family were staying. When Sorolla's daughter Maria contracted tuberculosis, Sorolla's friends Carlos and Eulalia de Urcola - 'good people... with uncommon generosity' - had offered the family use of 'La Angorilla', their estate located in the mountains outside the city. While Maria was recovering, Sorolla divided his time between his studio 'where he painted mostly portraits', and El Pardo, where he painted a number of tender studies of Maria- works such as *My daughter's convalescence*, *Maria convalescing* and *Maria painting in El Pardo*, - set against the dramatic backdrop of the Guadarrama mountains.⁶

Letters from Sorolla to his wife Clotilde reveal that the present lot was a direct commission from the Count of Villagonzalo, who was himself a major art collector, and a close friend of the artist. The Count gave Sorolla some very precise instructions, indicating that she should be painted with a landscape behind her, in the style of the great English portrait painters. The letters also reveal that the painting was considered a great success amongst the society ladies of Madrid, Sorolla writing that 'They are all crazy with the picture of the Countess'.

¹ Diez and Baron (ed), *Joaquin Sorolla*, exhibition catalogue, Madrid, 2009, p. 80.

² Diez and Baron (ed), 2009, p. 87.

³ Diez and Baron (ed), 2009, p. 34.

⁴ Diez and Baron (ed), 2009, p. 88.

⁵ Leonard Williams, *Catalogue of the Exhibition of Paintings by Señor Sorolla y Bastida, at the Grafton Galleries, May, June & July 1908*, London, 1908, critical introduction, p. 37.

⁶ Diez and Baron (ed), 2009, p. 372.



15

JUAN PABLO SALINAS (SPANISH, 1871-1946)

Maternità

oil on panel

23.5 x 40cm (9 1/4 x 15 3/4in).

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500



16

EMILE MUNIER (FRENCH, 1840-1895)

Innocence

signed and dated 'E MUNIER 1880' (lower left)

oil on canvas

45 x 30.5cm (17 11/16 x 12in).

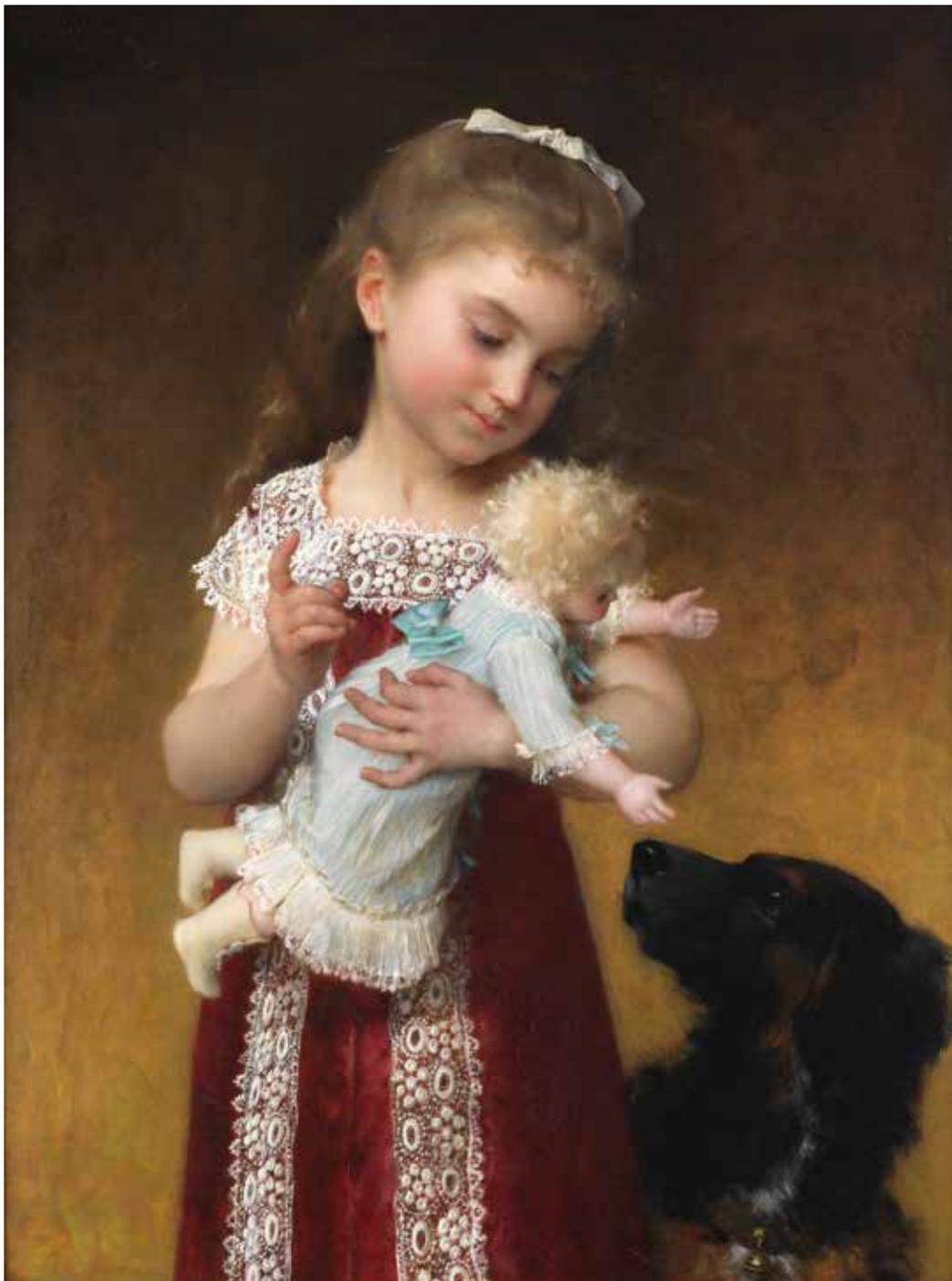
£25,000 - 35,000

€27,000 - 38,000

US\$30,000 - 42,000

Provenance

Private collection, UK.



17

EMILE MUNIER (FRENCH, 1840-1895)

La jeune fille et la poupée
signed and dated 'E. MUNIER 1882' (upper left)
oil on canvas
85 x 64cm (33 7/16 x 25 3/16in).

£40,000 - 60,000

€43,000 - 65,000

US\$49,000 - 73,000

Provenance

Anon. sale, Sotheby's, New York, 24 April 2003, lot 9.
Fine Art of Oakham.
Private collection, UK.



18

HENRIETTE RONNER-KNIP (DUTCH, 1821-1909)

Motherhood

signed 'Henriette Ronner.' (lower right)

oil on panel

33 x 45.2cm (13 x 17 13/16in).

£12,000 - 18,000

€13,000 - 19,000

US\$15,000 - 22,000

Provenance

Private collection, UK.



19

CHARLES VAN DEN EYCKEN (BELGIAN, 1859-1923)

Budding artists

signed and dated 'Ch. Van den Eycken. 1907' (lower right)

oil on canvas

68.6 x 95.6cm (27 x 37 5/8in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Willow Gallery, London.

Private collection, France (acquired from the above 31 December 2003).



20

EUGÈNE VERBOECKHOVEN (BELGIAN, 1799-1881)

Sheep and chickens in a barn

signed and dated 'Eugène Verboeckhoven ft. 1877.' (lower left);

signed, inscribed and dated 'Je soussigné déclare que/le tableau

ci-contre est/original/Eugène Verboeckhoven/Schaerbeek...

Bruxelles/1877' (on the reverse)

oil on canvas

61 x 83.5cm (24 x 32 7/8in).

£6,000 - 8,000

€6,500 - 8,700

US\$7,300 - 9,700

Provenance

Private Collection, UK, since circa 1890.



21

GÉRARD JOZEF PORTIELJE (BELGIAN, 1856-1929)

Le commencement de la fin

signed and inscribed 'Gerard Portielje Antwerpen' (lower right)
oil on canvas

57.5 x 74.5cm (22 5/8 x 29 5/16in).

£15,000 - 20,000

€16,000 - 22,000

US\$18,000 - 24,000

Provenance

Anon. sale, Sotheby's, London, 22 June 1988, lot 374.
MacConnal-Mason & Son Ltd., London.
Private collection, UK.

Despite his artistic lineage, and his own skill and enthusiasm for drawing, the young Gérard Portielje was encouraged to become a priest and began lessons at Saint Ignace's Commercial School in Antwerp. However he was soon expelled, allegedly for decorating a sculpture of the Blessed Virgin with a moustache. Portielje then followed in the footsteps of his artistic father, becoming a successful painter of interior and genre scenes. During his lifetime Portielje had an international reputation, and between 1897 and 1910 his paintings were mostly sold abroad; for example, in 1907, only four small paintings of twenty-seven were sold locally.

For a similar composition, see Ineke Bruynooghe *The works of Portielje, Jan-Gerard-Edward*, Antwerp, 2002, p. 223, no. 203.



22

CAMILLE LÉOPOLD CABAILLOT LASSALE
(FRENCH, 1839-1888)

Il m'aime, il ne m'aime pas
signed and dated 'C^{LLE} CABAILLOT-LASSALLE./1878.' (lower left)
oil on canvas

82.5 x 116.5cm (32 1/2 x 45 7/8in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Provenance

Anon. sale, Phillips, London, 28 January 1974, lot 92.

Haynes Fine Art, Broadway.

Private collection, UK.



23

ALFRED GUILLOU (FRENCH, 1844-1926)

The lesson

signed 'Alf-Guillou' (lower left)

oil on canvas

113.5 x 168cm (44 11/16 x 66 1/8in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Alfred Guillou attended the Paris *atelier* of Alexandre Cabanel, where he met Jules Bastien-Lepage. He exhibited at the Paris Salon from 1868, many of his subjects being depictions of the fishing community of his native Concarneau. Guillou was instrumental in establishing the Concarneau Art Colony *circa* 1870, a community of artists with sympathies similar to that of the Newlyn colony established by Stanhope Forbes in the 1880s.

The present lot, an unusual interior subject for the artist, is perhaps more reminiscent of another coastal community, the Hague School, and of the cottage interiors of Jozef Israels.



Alfred Guillou in his studio.



24

HENRI ADOLPHE LAIASEMENT (FRENCH, 1854-1921)

Au Salon des Artistes Français en 1911

signed 'H. Laisement' (lower right)

oil on canvas

125 x 178.5cm (49 3/16 x 70 1/4in).

£100,000 - 150,000

€110,000 - 160,000

US\$120,000 - 180,000

Provenance

Private collection, Paris.

Exhibited

Paris, Salon des Artistes Français, 1912, no. 1022.

Literature

Fae Brauer, *Rivals and conspirators: The Paris salons and the modern art centre*, Newcastle-upon-tyne, 2014 (illustrated p. 349).





Fig 1 Salle XI, Salon d'Automne, Paris, 1912.

The present lot- surely the *magnum opus* of an artist better known for painting elegant interiors with cardinals and noblemen in the tradition of Landini and Brunery- offers a wonderful portrayal of Parisian society during the latter years of *La Belle Époque*. Exhibited at the Salon des Artistes Français in 1912 and depicting at its centre a scene from the previous years' exhibition, the painting also provides an interesting commentary on the status of the Salon within French society.

While it slowly recovered from the social, structural and financial upheavals of the Commune of 1871, Paris remained an important artistic centre. The first Impressionists exhibition had taken place as early as 1874, and both Cubism and Fauvism were movements developed and practiced by artists based in the city. The Paris Salon, for generations a forum for the artistic elite, lost its official government sponsorship in 1881, when the Third Republic withdrew State approval, wherein the Société des Artistes Français took over the running of the annual exhibition. Various secessions from the Salon came about during this time: the Société des Artistes Indépendants was formed in 1884; the Société Nationale des Beaux-Arts- originally formed in 1862, and often referred to as the 'Nationale'- was revived in 1890 in response to Bouguereau's attempt to make the Salon des Artistes Français a forum for young, less well-known artists; and in 1903, the Salon d'Automne was created, in reaction to the perceived conservatism of the Salon.

1911 was a revolutionary year for the Parisian art scene, with the scandal caused by a group of works shown at the Salon des Indépendants and at the Salon d'Automne. These forums provided the largest gathering thus far of a group of artists- such as Metzinger, Gleizes, Le Fauconnier, Delaunay, Léger, Laurencin, Villon, Duchamp and Picabia- whose style was derided by the art critic Louis Vauxcelles as 'cubic oddities', giving rise to the term 'Cubism', a word intended as a derogatory description of the techniques employed by the group.

In 1912, with Le Fauconnier, Gleizes and Léger forming the core of the hanging committee of the Salon des Indépendants, the Cubists were given even greater exposure, their works placed centre stage in the common hall. The Salon d'Automne followed suit, with the Cubists grouped together in Salle XI (fig 1). The polemic against this group in some quarters was severe, with Franz Jourdain, the founder of the Society, even accused of a lack of patriotism for allowing works by foreign painters to be exhibited. Writing a few years later, Gleizes noted

that 'Never had the critics been so violent as they were at that time. From which it became clear that these paintings...appeared as a threat to an order that everyone thought had been established forever'¹. In an attempt to appease the more traditional critics, Jourdain even organised an exhibition of over 200 19th century portraits as part of the Salon d'Automne for that year, although this rather backfired, as spectators had to pass through the Salle XI to access the exhibition, Gleizes observing that the Cubist room was packed, while no one paid attention to the portrait room.²

In contrast to the controversial art-historical developments taking place at the Independents and Autumn salons, the Salon des Artistes Français -where the present lot was shown in 1912- still retained its status as the most prestigious and potentially lucrative of the Paris exhibition spaces. As Fae Brauer observes:

'Despite constant rivalry with the other salons and despite the burgeoning spectators that flocked to the Independents, National and Autumn salons, the French Artists Salon attracted the largest audience, the most prestigious dealers and collectors and the most extensive critical coverage up until the outbreak of the First World War. Continually ceded by the state the largest space and best galleries at the Grand Palais, it remained the Salon best able to hold the most sumptuous exhibitions, as testified by Michael Puy in 1911: "Of the four great annual Salons, it is the one most capable of displaying artwork in the most favourable installations. Without its public power the Salon d'Automne and even the National Salon are relegated to the narrowest and darkest parts of the Grand Palais. By contrast the French Artists Salon has the joy of numerous rooms, spacious and well lit, around the lobby."³

Born in Paris in 1854, the young Laisement would have witnessed both the radical modernisation of Paris under the direction of Georges-Eugène Haussmann, and the physical and political devastation that followed in the 1870s, caused by the Franco-Prussian War and the Commune. Enrolling at the École des Beaux-Arts under the tutelage of Alexandre Cabanel, the young artist would have encountered the work of the Naturalist painter Jules Bastien-Lepage, and no doubt been exposed to the work of the Impressionists. Laisement first exhibited at the Salon in 1879, his early subjects being portraits, and he received regular commendations for his academy submissions. By the late 1880s his work was predominantly humorous depictions



Fig 2 Jules Alexandre Grun, *Un vendredi au Salon des Artistes Français*, 1911, oil on canvas
Musée des Beaux-Arts, Rouen, France © Bridgeman Images

of the Catholic clergy, and the burgeoning market for engraved reproductions, plus an interest in French painting among American collectors in the early 20th century, would have provided a regular income.⁴

Cleverly self-reflective, in the present lot Laissement presents a picture within a picture, drawing the viewer back to previous years of the prestigious exhibition, and in doing so the artist presents a robust defence of the importance of the Salon. The composition centres around a depiction of Jules Alexandre Grun's monumental painting *Un vendredi au Salon des Artistes Français* (fig 2) which was a hugely popular work at the 1911 salon. Grun's work, commissioned in 1909 by the Undersecretary of State for the Fine Arts, Étienne Dujardin-Beaumetz, to celebrate the 30th anniversary of the Société des Artistes Français, is itself a depiction of a previous year's Salon- a *capriccio* in which Grun has carefully positioned over a hundred celebrated artists, politicians and socialites. Included in Grun's work were many well-established painters, 'those who supported and shaped the most powerful salon. They were not modernists like Picasso, or even Leger, who exhibited at the Independent Artists' and Autumn Salons but such Academicians as Bonnat, Cormon, Detaille, Ferrier, Laurens, Lhermitte, Merson and Morot who exhibited at the 'official' Salon'.⁵

A key to Grun's painting, identifying many of the sitters, was published as a guide for viewers in 1911, and Laissement has painted a fascinated crowd staring at the work, trying to identify the characters depicted in it, while other figures converse or consult the Salon's notes. Laissement has even included Grun in his work, standing, to the far left, leaning forward to converse with a seated lady, and it is tempting to see the male figure standing at the front of the composition and staring out at the viewer as Laissement himself. By contrast, Grun has included himself in *Un vendredi au Salon des Artistes Français* with more modesty, his face obscured by his wife's hat as the couple attempt to listen in to a conversation between Henri-Joseph Harpignes and Dujardin-Beaumetz.

As Laissement's work shows, *Un vendredi au Salon des Artistes Français* was hung 'on the line' in 1911, a place reserved for the most prestigious works. Fae Brauer notes that 'only a first-class medal, position as an academician or a major state commission within this rivalrous hierarchy secured placement with the commission's premiere

ligne of recommended acquisitions destined for the Musée du Luxembourg'.⁶ The painting, having been acquired by the state, now hangs in the Musée des Beaux-Arts, Rouen.

In the present lot, Laissement seamlessly draws the viewer through the crowd and into Grun's painting. By placing such a prestigious painting at the centre of his own work, and demonstrating the fascination with which the painting is examined, Laissement not only reinforces his belief in the importance of the Salon as the foremost Parisian art forum, but, as Fae Bauer suggests, also draws a further contrast between the traditional and the modern art movements:

'Since the figures in *Un vendredi au Salon des Artistes Français* are as naturalistic and legible as those in Laissement's painting, they are easy to decipher, as are the figures and naturalist motifs in the paintings that flank [the work]...By contrast the paintings by Duchamp, Kupka, Le Fauconnier, Leger, Metzinger and Picabia in the Cubist Room XI at the 1912 Salon d'Automne would have appeared to most Salon spectators in Laissement's painting as relatively illegible, if not utterly bewildering'.⁷

¹ Albert Gleizes, 1925, *The Epic, From immobile form to mobile form*, 1925.

² Albert Gleizes, Letter to Bernard Dorival, 1953.

³ Fae Brauer, *Rivals and conspirators: The Paris salons and the modern art centre*, Newcastle-upon-Tyne, 2014, p. 390.

⁴ Dr. Janet Whitmore, Rehs Galleries website.

⁵ Brauer, 2014, p. 4.

⁶ Brauer, 2014, p. 391.

⁷ Brauer, 2014, p. 348.

The subjects he chose were characteristic of modern Venetian life; his canvases were records of his observation of the people among whom he found himself, and by their brilliant reality and clever statements of picturesque facts gained the approval of everyone who was qualified to judge his work

- Alfred Lys Baldry, *The Studio*, 1908

25

SAMUEL MELTON FISHER, RA (BRITISH, 1859-1939)

Revellers at the Carnival, Venice
signed and inscribed 'S. MELTON FISHER./VENICE' (lower left); signed and indistinctly inscribed 'After the V.../S. Melton Fisher' (on remnants of a label attached to the stretcher)
oil on canvas
183 x 153.5cm (72 1/16 x 60 7/16in).

£15,000 - 20,000

€16,000 - 22,000

US\$18,000 - 24,000

Provenance

R. Peck Collection, Wimbledon, by 29 July 1887.

Private collection, UK, by the early 1900s.

Thence by descent.

Anon. sale, Christie's, London, 13 July 2016, lot 175.

Acquired from the above by the present owner.

The present lot is a momentous oil, capturing the vitality, colour and opulence of the Venice Carnival. A label previously attached to the stretcher was inscribed 'Scene from the Carnival, S Melton Fisher/Venice'. The present lot was likely painted between 1883, when the artist first arrived in Venice, and 1887, when the work was recorded in the collection of R. Peck.

Fisher studied at the Lambeth School of Art and Royal Academy Schools between 1876 and 1881, winning a gold medal and a travelling scholarship; travelling to Paris, he studied with Jules Bonnaffé. His work *In Realms of Fancy* was purchased by Chantrey Bequest in 1898 and later in his life he returned to portrait and figure painting, possibly for financial reasons.

Venice in the late 1800s was a popular destination for many artists; alongside Fisher were artists such as John Singer Sargent, James Abbott McNeill Whistler, Henry Woods and William Logsdail. The unusual beauty and uniqueness of the city was enchanting and for many artists, Venice was restorative and transformative for their practice. Artists in Venice would often focus either on the complex play of light on the water, architecture and canal views or working-class Venetians, narrow streets, interior scenes or daily activities. Fisher has cleverly combined a number of these elements in the present lot; he has depicted flamboyant revellers wearing beautiful silks, tulle, sparkles, flowers and elaborate masks, flirting and celebrating. The revellers are set against a background rendered with architectural accuracy, while a parked gondola occupies the lower left corner and a ray of sunshine illuminates the windows in the background. It is tempting to see the dapper figure on the bridge as a depiction of Whistler.

Like his contemporaries, Fisher's Venetian views established a powerful and original iconography of the city.



S. MELTON FISHER
VENICE

HENRY WALLIS (BRITISH, 1830-1916)

His Highness and His Excellency the Ambassador of the Florentine Republic
signed and inscribed 'No 1./Henry Wallis./9 Red Lion Square/W.C.' (on an old label attached to the stretcher)
oil on canvas
66 x 92cm (26 x 36 1/4in).

£5,000 - 8,000

€5,400 - 8,700

US\$6,100 - 9,700

Provenance

Sold at the exhibition in Dublin in 1873.
T. O'Mahony Collection, Castlecorner, Kilkenny, Ireland, by 1973.
Anon. sale, Christie's, London, 8 November 1996, lot 62.
Private collection, UK (acquired from the above sale).

Exhibited

London, Dudley Gallery, *Cabinet Pictures in Oil*, 1870, no. 93, asking price £200.
London, The International Exhibition, 1871, no. 473.
Dublin, Industrial Exhibition Palace, *Loan Museum of Art Treasures*, 1873, no. 12, asking price £200.

Literature

The Illustrated London News, 5 November 1870, p. 478.
Art, Pictorial and Industrial, An Illustrated Magazine, vol. I, p. 124.
The Art Journal, vol. IX, 1870, p. 372.
The Athenaeum, no. 2245, 5 November 1870, p. 598.
The Illustrated London News, 7 January 1871, p. 16.
Ronald Lessens, *The British Art Journal*, 'Henry Wallis (1830-1916), a neglected Pre-Raphaelite', vol. XV, no. 1, p. 54.

During 1502 and 1503 Niccolò Machiavelli, head of the second chancery of Florence and acting as emissary and spy, accompanied Cesare Borgia around Romagna. This region, recently conquered by Borgia, extended startlingly close to the city-state of Florence; the Florentine government were unsure of Borgia's intentions towards them, but they were aware of his ambition and ruthlessness. They sent Machiavelli to discover his objectives while working as a diplomat, Borgia knew of the duplicity of this assignment and Machiavelli knew Borgia knew. This resulted in a battle of intellect as Machiavelli sent letters back to Florence while trying to avoid Borgia's censors. Also in Romagna around 1502, not pictured here, was Leonardo da Vinci who had been commissioned by Borgia to survey the area and reportedly interacted with Machiavelli at this time.

This is the first of a series of Italian Renaissance inspired paintings that would preoccupy Wallis's work in the 1870s. The painting received mixed reviews at the Dudley Gallery exhibition. The critic for *Art, Pictorial and Industrial* said 'His Highness and His Excellence the Ambassador of the Florentine Republic (93) by H. Wallis, is not, perhaps, altogether original in conception, but it is painted with great knowledge, and is excellent in tone. The bits of glowing sky seen through the trees which overhang the garden wall by which the great Florentine and the Prince are seated, help the picture greatly'.

The critic for *The Art Journal* said, 'Mr. H. Wallis, we fear, has laid himself open to the charge of plagiarism in an otherwise commendable picture – *His Highness and His Excellence the Ambassador of the Florentine Republic* (93). Certainly these figures on a bench are singularly like to Cabanel's well-known composition *The Florentine Poet*. Mr. Wallis, however, whether or not he has stolen an idea, succeeds in making an agreeable picture: once more he pushes colour to a romantic pitch; his work, if not strong, is subtle and sensitive to beauty'.

The critic of *The Illustrated London News* indicated, 'The praise of dramatic insight is due to Mr. H. Wallis's picture *His Highness and his Excellence the Ambassador of the Florentine Republic* (93), representing Duke Caesar Borgia and Machiavelli conversing on a garden-seat. The painter shows two well-contrasted types of representative Italian public men of the fifteenth and early in the sixteenth century. His Highness lolls, careless and laughing on his seat. Red-haired, of sanguine temperament, and dressed in a crimson suit, he is the man of action, combining the craft of the fox with the bloodthirstiness of the tiger. The other is the man of thought and deceitful diplomacy. He is of atrabilious temperament, cold and astute; sitting erect and self-contained, he essays to purchase security for a Republic enervated by wealth and factious division, and is quite capable of duplicity. The colouring is very refined, but a rather clouded vagueness of general effect arises from a want of more definite light and shade'.

Not surprisingly the most extensive review was by Wallis's friend F. G. Stephens in *The Athenaeum*, 'Mr. Wallis has struck out into more than one fresh pathway, always with more or less success...the picture before us, shows the wealth of his mind, and the facility with which he turns its powers to account in divergent courses...We are heartily thankful for *His Highness and His Excellence the Ambassador of the Florentine Republic* (93) – C. Borgia and Machiavelli, resting on a marble bench by a garden wall in Rome, conversing, and not only dressed each suitably to his nature, but posed and looking each after the mode of his kind. One sits nervously, almost on the edge of the bench, and listens to all appearance acquiescently, if not deferentially, to the other, who, clad in flame-colour from head to foot, lolls back, poses his foot on the marble, and demonstratively urges some apparently favoured scheme, looking, with his flushed and jovial face, his eager eyes and action, his restless limbs and mobile fingers, the very type of impulse and geniality, which by no means disclaimed the character of craft, yet seemed more open for being more profound. A big, robust, and luxurious, if not coarse, man, is this Caesar; whereas his companion is the type of Italian refinement and intellectual power. Dark while the other is red, slight of form, with strength of character marked on his brow and nose, astute, reticent, patient, Machiavelli is soberly, yet richly, clad in blue and grey. The design is admirable; the composition seems to us in need of enrichment by added elements, for the two figures are the sum of the picture, and each is alone, whereas we would not bring them closer together – this would mar the conception of the subject, than which it would be hard to invent a fairer – yet it may be that nothing of the expressiveness of the work would be lost if the figures were not isolated'.

This work will be included in the Henry Wallis *catalogue raisonné*, *Henry Wallis From Pre-Raphaelite Painter to Collector/Connoisseur*, currently in preparation by Dennis T. Lanigan & Ronald Lessens. We are grateful to Dennis T. Lanigan for his assistance in cataloguing this lot.



WILLIAM GALE (BRITISH, 1823-1909)

The Captured Runaway
signed with monogram and dated '1856' (lower right)
oil on canvas
127 x 96cm (50 x 37 13/16in).

£40,000 - 60,000

€43,000 - 65,000

US\$49,000 - 73,000

Provenance

Anon. sale, Sotheby's, London, 17 March 1999, lot 61.
The Fine Art Society, London.
Private collection, UK.

Exhibited

London, Royal Academy, 1856, no. 560.
London, The Fine Art Society, Spring 2000, no. 3.

Literature

James Dafforn, *British Artists, Their Style and Character, number LXXXIX – William Gale*, *Art Journal*, London, 1869, pp. 373-5.
Jan Marsh, *From Slave Cabin to Windsor Castle: Josiah Henson and "Uncle Tom" in Britain*, *19th Century Studies*, Manchester, NH, 2002, vol. 16, p. 38.

William Gale's 1856 painting *The Captured Runaway* shows a female slave or indentured servant held captive by a male bounty-hunter. The two figures occupy a cabin of split-log construction and are shown by lamplight. She crouches on the earthen floor and wears a striped cotton dress. Her expression of fear and distress, with eyes upturned seemingly in hope of spiritual salvation, speaks of her fear of the cruel punishment that will await her when she is returned to the household or plantation estate from which she must previously have escaped. By contrast, her captor is warmly dressed in a fur cap and coat as he sleeps after the exertions of hunting down the woman who is now his prisoner and to whom he has attached handcuffs to prevent her escape.

Littered around are items that give a clue to the activity by which the man makes his living: on the right side, leaning against the cabin's wooden wall is a musket while hanging on a hook are seen a whip and a gunpowder flask. On the left side appear a pair of long leather moccasins, decorated with beads. On the table upon which the hunter rests his right arm are a compass and a clasp-knife along with a bottle and glass and a plug of tobacco. Making the subject of the painting absolutely clear, there is also seen a hand-bill with the printed announcement that a reward of five hundred dollars will be paid to the individual who succeeds in apprehending the 'Ranaway', and with a crude illustration of a young black girl looking over her shoulder in fear at the prospect of imminent capture. Under the table is seen the head of a blood-hound or mastiff, while on the right side may be seen a crust of bread thrown to the captive.

In the middle years of the 19th century escaped slaves were assisted to gain their freedom by a system known as the Underground Railroad, whereby individuals and groups of fugitives were passed from one safe house to another and which was operated to transport men and women northwards to Canada (and where they might gain their liberty as slavery had been made illegal in the British Empire in 1834). Possibly as many as 100,000 escaped slaves made this journey to

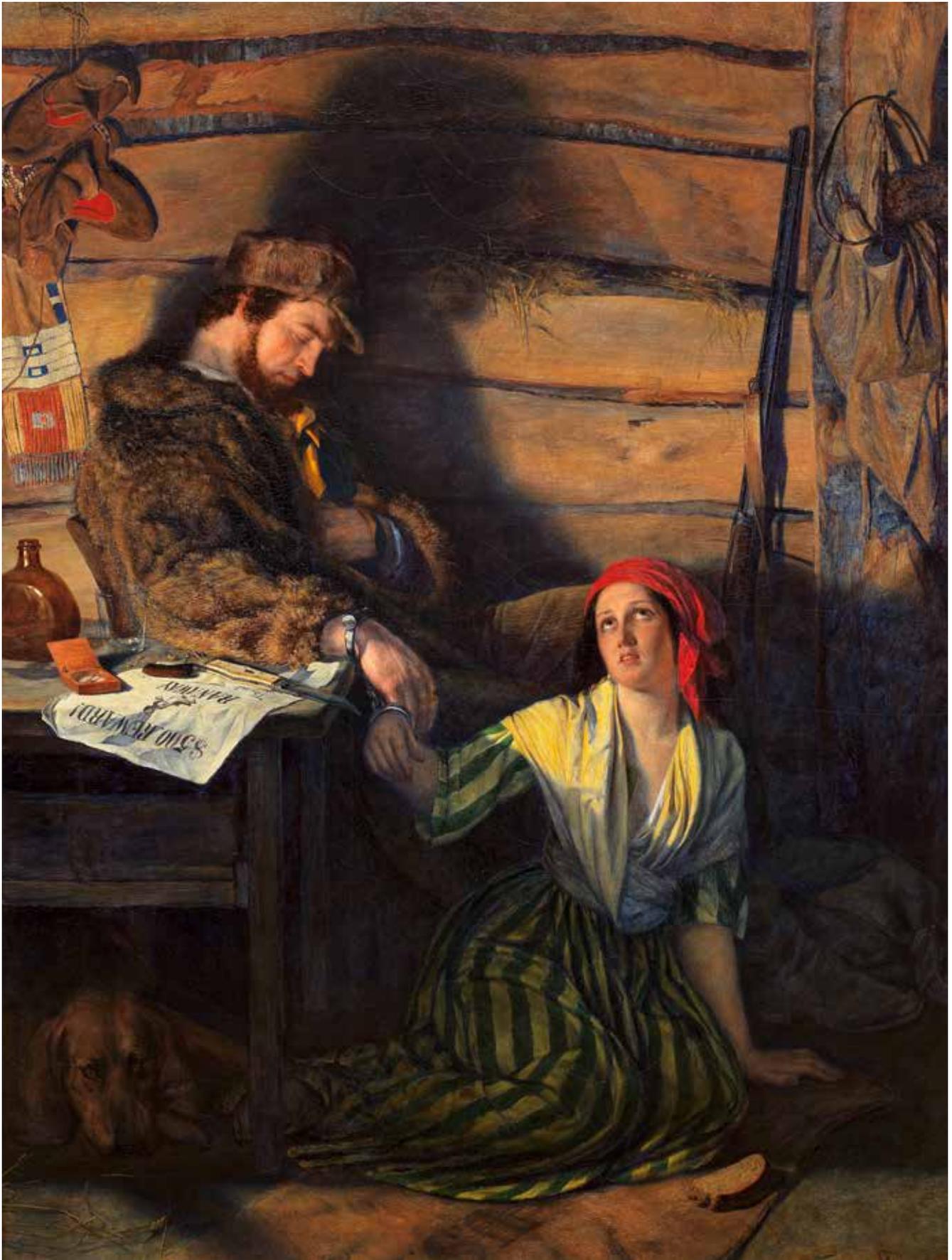
freedom via the 'Railroad'. However, many 'slave catchers' – men who worked with and were rewarded by U.S. Federal marshals, operated – so that the likelihood of being re-captured was high, and especially so for black women travelling on their own and who were particularly conspicuous and at risk. Local newspapers throughout the eastern United States carried advertisements alerting those who sought to make their livings by the business of capturing escaped slaves to the presence of such folk.

It is not known for certain whether the British artist William Gale visited the United States but it seems likely as the representation of the American interior appears so directly observed. This appears to be Gale's only subject on an American modern-life theme (although in 1858, two years after the present work was exhibited at the Royal Academy, he showed a pair of subjects from Longfellow's poem 'Evangeline', which presumably also required American accoutrements and settings). Slavery was of course an issue which commanded the attention of a wide and international public in the middle years of the 19th century. In 1840 the World Anti-Slavery Convention was held in London, instigated by the Quaker Joseph Sturge. Ten years later wide attention was given to the passing of the Fugitive Slave Act in the United States, which instituted the system of rewards for those responsible for the capture of fugitives as alluded to in Gale's subject. Harriet Beecher Stowe's novel *Uncle Tom's Cabin* (1852) was hugely influential in rallying the cause of anti-slavery and was widely read in Britain.

The English illustrator George Cruikshank made a series of designs for wood engravings for a volume entitled *The Uncle Tom's Cabin Almanack, or Abolitionist Memento*, published as a pamphlet in London in 1853, and amongst which there was a subject showing the hunting of escaped slaves with bloodhounds and another showing the arrest of a fugitive. Therefore, whether or not Gale had travelled to North America, his choice of subject must have been made in response to widespread concern and was one that he took in a campaigning spirit to draw attention to the cruelty and inhumanity associated with slavery and bounty hunting.

The principal source of information about William Gale is an article by James Dafforne in the 1869 *Art Journal*. The artist was born in London and trained at Sass's Academy and then at the Royal Academy Schools. As a young man he travelled to Italy and among his early works were genre subjects set in Rome. After his return to England, Gale specialised in literary subjects, with episodes from Spencer's *Faerie Queen* and Shakespeare appearing among his exhibited works. Dafforne identified the year 1856 as marking a highpoint in Gale's career, with five paintings – including the present composition – shown between the Royal Academy and British Institution, and as the commentator wrote 'all very different in subject'. The artist was consistently praised for the fineness and careful colouring of the generality of his works, with Dafforne comparing their quality to those of the French artist Ernest Meissonier – which may be taken as meaning that they were admired for what was regarded as the quality of 'finish'. In the 1860s Gale made two visits to the Holy Land, and in later years he painted biblical subjects from the Old and New Testaments and Orientalist genre themes.

We are grateful to Christopher Newall for his assistance in cataloguing this lot.



28

GEROLAMO INDUNO (ITALIAN, 1827-1890)

Lettera dello Zuavo

signed and dated 'Gerº. Induno 1864' (lower right); bears inscription (on the reverse)

oil on canvas

65.7 x 53cm (25 7/8 x 20 7/8in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Private collection, Italy.

Born in Milan, Gerolamo Induno was both an artist and a revolutionary soldier, fighting in some of the earliest skirmishes of the Italian War of Independence alongside his brother Domenico, and later at Crimea, where he served with the Bersaglieri corps.

Much of Induno's artistic output reflected his military experience, and he produced numerous sketches while serving as a soldier. In works such as *The Battle of Magenta* and *The Wounded Garibaldi after the Battle of Aspromonte*, Induno created a patriotic narrative of the birth of modern Italy, and he was regarded by Garibaldi as the official recorder of Italian unification.

In the years following unification, Induno's output became more diverse, his subjects including historical genre and interiors, and he began to exhibit his work to a wider European audience.

The Zoaves were originally a class of light infantry regiments of the French Army, serving from the 1830s. The origins of the regiment lay in French North Africa, with recruits from the Zwawa, a tribe of Berbers from the Jurjura mountains of Algeria; the recruitment pool was soon expanded to include other African, Arab and European volunteers. By the 1860s, the term had become more broadly used, and many countries had units of 'zouaves' within its military.

In the present lot, the soldier standing in the foreground wears the uniform of the French zoaves, who were used as light infantry during the Franco-Austria war of 1859; also known as the Second Italian War of Independence, the French victory against the Austrian Kingdom played a crucial role in the process of Italian Unification. The other soldier appears to be wearing the uniform of the Bersaglieri, an infantry corps, renowned for their fast running pace in battle, who were used as skirmishers throughout the 19th century.



29

ANTONINO LETO (ITALIAN, 1844-1913)

Stabilimento di bagna a La Spezia

signed and dated 'Leto 76 -' (lower right)

oil on canvas

46.5 x 90.5cm (18 5/16 x 35 5/8in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Purchased by the great-grandfather of the present owner, who was a colonel in the Italian army.

Thence by descent.

Private collection, UK.

Exhibited

(possibly) Brera, *Esposizione delle opere di Belle Arti*, 1877, as *I bagni alla Spezia*.

Antonino Leto worked in many regions of Italy during his early career, and enjoyed early academic success. Leto was awarded a stipend to travel to Florence, where he worked between 1867-1878, when the present lot was painted. La Spezia, a port city a few hours north of Florence, was developed as a naval base during the 1860s.

For a smaller study for the present lot, see Luisa Martorelli & Antonella Purpura, *Antonino Leto*, Milan, 2019, illustrated in colour, p. 56.



30

ETTORE TITO (ITALIAN, 1859-1941)

Bordi di laguna

signed and indistinctly dated 'Tito' (lower right)

oil on canvas

60 x 73cm (23 5/8 x 28 3/4in).

£35,000 - 45,000

€38,000 - 49,000

US\$42,000 - 55,000

This work will be included in the forthcoming *catalogue raisonné* of Ettore Tito currently in preparation by Mr Angelo Enrico and Mr Francesco Luigi Maspes.

Provenance

Private collection, Italy.

Literature

Ugo Ojetti, *Ettore Tito*, in "La Lettura", a. VII, n. 5, May 1907, pp. 373, 376 (illustrated).

Ugo Ojetti, *Ritratti d'Artisti Italiani*, 'Ettore Tito', Milan, 1911, p. 228.

V. Pica, *Ettore Tito*, Bergamo, 1912, p. 10, as *Bordo di laguna*.

Ilario Neri, *Ettore Tito*, Bergamo, 1916, pp. 17, no. 68, provenance listed as Gr. Uff. L. Pellerano Collection, Buenos Aires (illustrated).

Ettore Tito was born near Naples, before his family moved to Venice, where he lived for the rest of his life. Something of a child prodigy, he graduated from the Accademia di Belle Arti in Venice aged just 17.

Tito's depictions of Venetian life, of fishermen's wives and children bathing, share something of Sorolla's mastery, and his work was widely exhibited and appreciated; his 1898 work *Chioggia* was awarded the gold medal at the 1900 Exposition Universelle in Paris, and he enjoyed large retrospectives at several Venice *Biennale* between 1909 and 1936. Tito enjoyed friendships with a number of prominent painters who lived and worked in Venice, such as John Singer Sargent, Anders Zorn and Mariano Fortuny.

Later in his career, Tito's subjects take on an increasingly symbolist tone, inspired by 18th Century Venetian painting, and he produced murals, drawings and sketches in a variety of styles. His work is held in many prominent collections, such as the Musée d'Orsay, Paris, the Galleria d'Arte Moderna, Florence and the Galleria Nazionale d'Arte Moderna, Rome.





31



32

31

GASTON LA TOUCHE (FRENCH, 1854-1913)

La famille des faunes

signed 'Gaston La Touche' (lower centre); inscribed 'La famille des faunes'/Gaston La Touche' (on the reverse)

oil on panel

65 x 53.7cm (25 9/16 x 21 1/8in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Provenance

Private collection, Italy.

32

ISAAC ISRAELS (DUTCH, 1865-1934)

A busy day, Scheveningen beach

signed 'ISAAC ISRAELS' (lower right)

watercolour

34 x 50.8cm (13 3/8 x 20in).

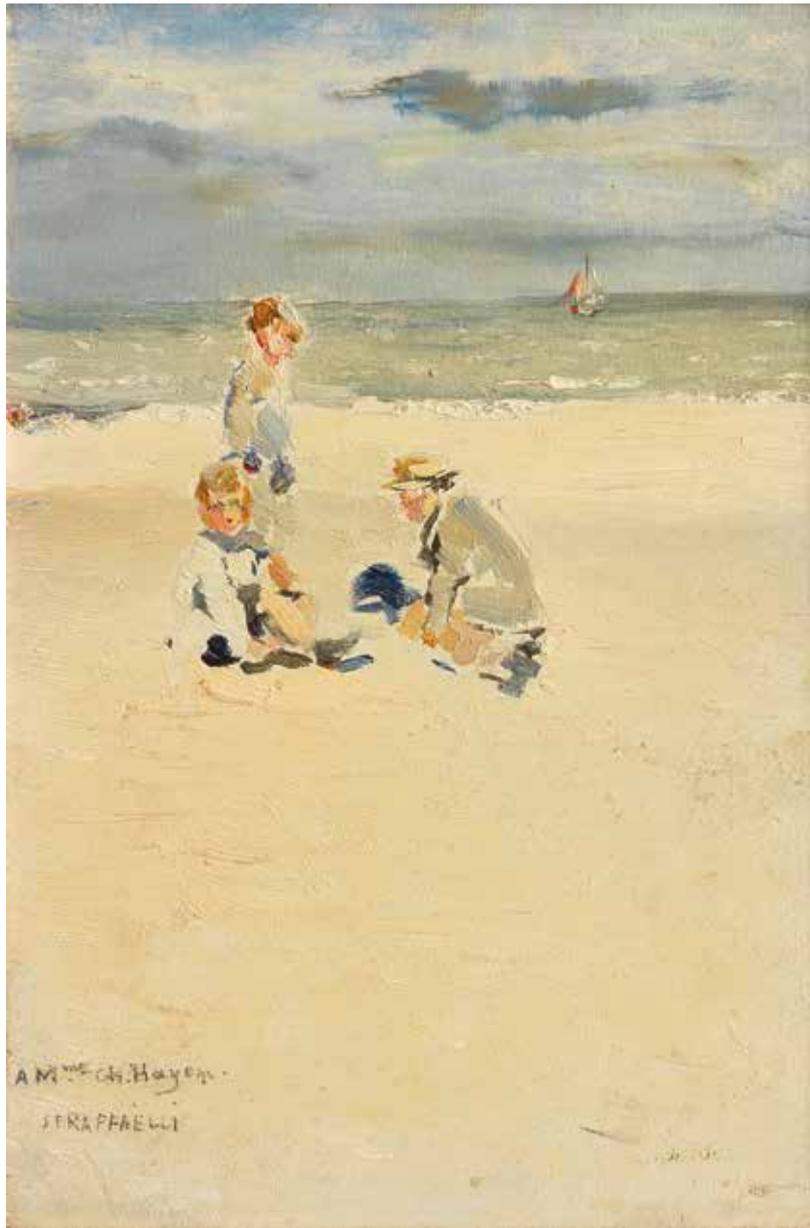
£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

We are grateful to Mr. Ivo Bouwman for confirming the attribution to

Isaac Israels on the basis of photographs.



33

JEAN FRANÇOIS RAFFAËLLI (FRENCH, 1850-1924)

Enfants à la plage
 signed and inscribed 'A M^{me} ch. Hayem./J.FRAFFAËLLI'
 (in pencil, lower left)
 oil on panel
 15.5 x 10.6cm (6 1/8 x 4 3/16in).

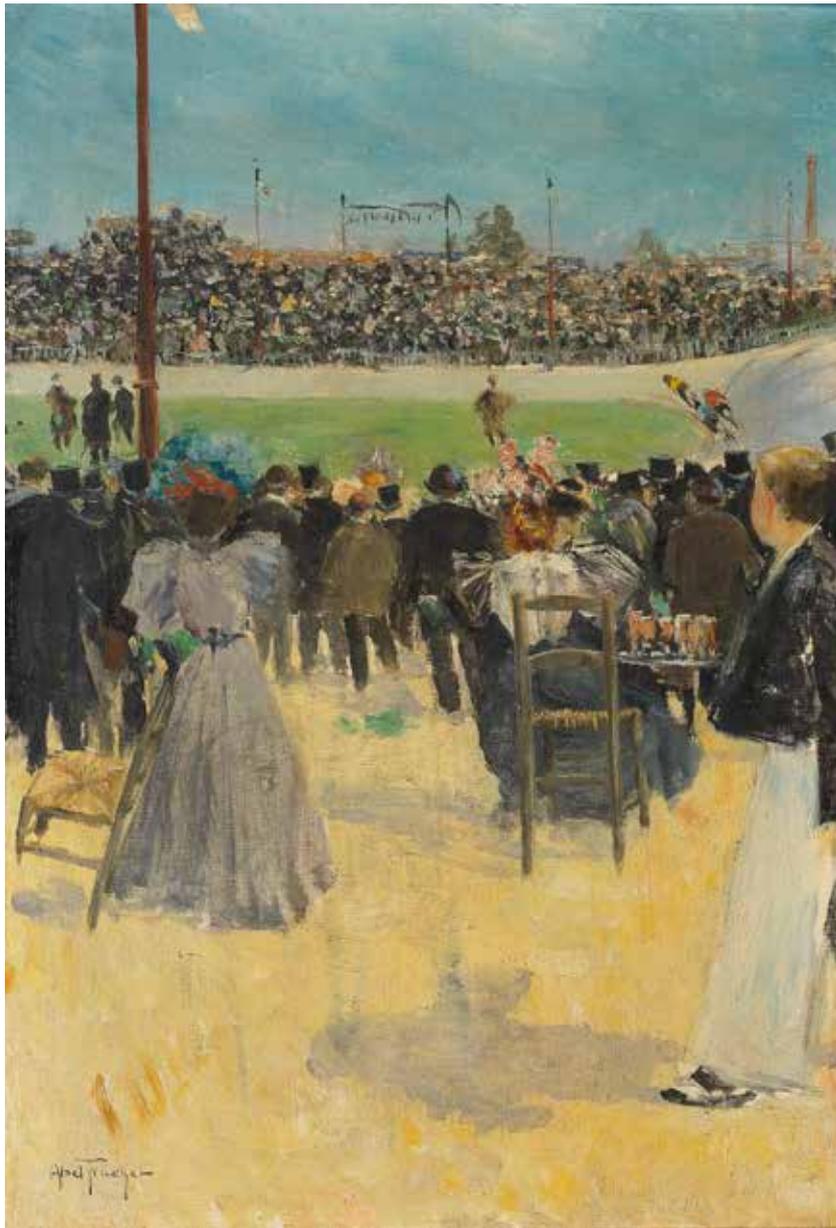
£10,000 - 15,000
€11,000 - 16,000
US\$12,000 - 18,000

We are grateful to Galerie Brame & Lorenceau for confirming the authenticity of the present lot, which will be included in their digitalized *catalogue raisonné critique* on the artist, currently in preparation.

Provenance

Noortman, Holland.
 Private collection, Netherlands.

The present lot is dedicated to Mrs Charles Hayem, who was born Flore Amélie Melanie Franck, the daughter of a distinguished philosopher Adolphe. In 1864 she married Charles Hayem; the eldest of five children, he was an employee and partner in his father's business. Together, Mr and Mrs Hayem amassed an important collection of art which was displayed at their Paris apartment at 84 Boulevard Malesherbes. The couple hosted important intellectual and artistic discussions, with writers, Royalty, painters and Directors of Museums. Mr Hayem was a patron and friend of Gustave Moreau and one of the first to collect the Impressionist artists, including Monet, Pissarro and Boudin. The couple made a number of donations to the Luxembourg Museum and approximately 46 works were assigned to the Musée d'Orsay, including another work by Raffaëlli titled *Guests waiting for the wedding*.



34

LOUIS ABEL-TRUCHET (FRENCH, 1857-1918)

Le vélodrome

signed 'Abel Truchet' (lower left)

oil on canvas

55 x 38cm (21 5/8 x 14 15/16in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Anon. sale, Sotheby's, Paris, 24 July 2009, lot 123.

Private collection, Netherlands.

35

CARL VILHELM HOLSØE (DANISH, 1863-1935)

Interior with a woman reading
signed 'C HOLSØE' (lower right)

oil on canvas

56.4 x 61.3cm (22 3/16 x 24 1/8in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

MacConnal-Mason & Son Ltd., London.

Anon. sale, Christie's, New York, 19 April 2006, lot 128.

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





36

PEDER MØRK MØNSTED (DANISH, 1859-1941)

Unloading stone from a barge at Ouchy, Lac Léman
signed, inscribed and dated 'P Mønsted/Ouchy 1887.' (lower right)

oil on canvas

53 x 89.5cm (20 7/8 x 35 1/4in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Anon. sale, Sotheby's, London, 22 November 1989, lot 331.

Private collection, Portugal.

Exhibited

Lugano, Villa Favorita & Geneva, Musée d'art et d'histoire, *Wonderful Switzerland: views of foreign artists, 1770-1914*, 1991-1992, no. 85.



37

**PHILIP LODEWIJK JACOB FREDERIK SADÉE
(DUTCH, 1837-1904)**

Waiting for the boats

signed 'Ph. Sadée. ft.' (lower right)

oil on canvas

72.4 x 100.6cm (28 1/2 x 39 5/8in).

£15,000 - 20,000

€16,000 - 22,000

US\$18,000 - 24,000

Provenance

Private collection, UK.



38

JOHN BRETT, ARA (BRITISH, 1831-1902)

A strong sou-wester on an iron-bound coast
signed and indistinctly dated 'John Brett' (lower right)
oil on canvas
61.5 x 122.5cm (24 3/16 x 48 1/4in).
Painted circa 1883-1884

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Commissioned by Dr James Watt Black, November 1883.
Returned to the artist 1885 in exchange for *Carnarvon Bar* (unlocated).
Art Gallery of New South Wales, Sydney, 1888, as *The Cowlow Rocks, Cornwall, in a SW gale*.
Returned to the artist 1889.
The artist's studio sale; Christie's, London, 15 February 1902, lot 111, as *Granite Boulders*, bought 'Nasmyth' for 56 gns.
Anon. sale, Sotheby's, London, 30 November 2000, lot 385, as *A friend in need*.
Private collection, UK.

Exhibited

London, Royal Academy, 1884, no. 1553, as *A south-westerly gale: Cornish coast*.
Liverpool, 1885, no. 1110, for sale at £300.
Birmingham, Royal Birmingham Society of Arts, 1886, no. 233, for sale at £250.
London, Guildhall, 1890, no. 125.
Sevenoaks, 1891, for sale at £200.
Oldham, 1900, for sale at 200gns.
York, 1901.
Manchester, 1901.
Penzance, Penlee House Gallery and Museum, *John Brett – A Pre-Raphaelite in Cornwall*, 1 April - 10 June 2006.

Literature

Charles Brett, Michael Hickox & Christiana Payne, *John Brett – A Pre-Raphaelite in Cornwall*, 2006, p. 119 (illustrated).
Christiana Payne & Charles Brett, *John Brett - Pre-Raphaelite Landscape Painter*, New Haven, 2010, p. 228, no. 1049, illustrated p. 149, colour plate 127.

Charles Brett wrote of the present painting on the occasion of its inclusion in the exhibition *John Brett – A Pre-Raphaelite in Cornwall*: 'This picture has a very interesting and rather chequered history. It began life as *A Strong sou-wester on an iron-bound coast*, and was commissioned in November 1883 by Brett's friend and patron Dr James Watt Black for £300. Brett's *Book of Pictures* states that it was 'painted with copal & poppy & some lavender', and was 'done from an old sketch of the Cowlow rock from Sennen belonging to [Alfred] Morrison'. As a young man, Black was consultant gynaecologist to Morrison's wife, and he must have seen and admired the sketch during visits to the Morrisons at 16 Carlton House Terrace. The work was finished in time for the Academy in 1884, where it appeared as *A south-westerly gale: Cornish coast*. The following year, however, Black decided it was too dark for his drawing-room, and exchanged it for another work. Brett changed its title to *The Cowlow Rocks, Cornwall, in a SW gale*, and on the recommendation of T.L. Devitt, it was bought in February 1888 for the Public Gallery at Sydney, NSW for 200 guineas. But in Sydney the authorities took against it, and in March 1889 it was returned to England. As Brett wrote in his Studio Log, 'I found out that they knew that my best pictures at the RA fetched long prices (up to 1200) and as they wanted only a first rate specimen they despised a picture that only cost £210. And in fact sent it back (NB it is a thoroughly good picture) ... Now the question is what shall I do with it? It is a picture rejected by a colonial corporation!!!! Everybody knows it and it has no selling value. Unlucky picture!!!' [...] Brett was clearly justified in maintaining that it is a thoroughly good picture. The offshore Cowlow Rocks and the foreground boulders are painted with great precision, and the scene's stormy atmosphere is powerfully conveyed'.

It must be presumed that the artist himself put the painting in its present frame – of the distinctive design that he favoured for his exhibition works in the later years of his career – sometime after 1896, in which year the composition entitled *A friend in need* had been shown at the Royal Academy. The two canvases were identical in size and therefore interchangeable in terms of their framing. Brett would have been likely to have done this in preparation for sending *A strong sou-wester* to public exhibitions in 1900 and 1901. This explains why labels relating to *A friend in need* (which painting, incidentally, has been unlocated since 1988) are attached to the frame.

We are grateful to Charles Brett for his assistance in cataloguing this lot.



39 *

EDMUND WALKER (BRITISH, 1814-1882)

The Quadrant, Regent Street; The Treasury, Whitehall; Greenwich Hospital; General Post Office, St. Martin le Grand; Westminster Abbey pencil and watercolour heightened with bodycolour, unframed
each 30.5 x 41cm (12 x 16 1/8in.)

together with a lithograph of The New Houses of Parliament, with additions in watercolour.

(6)

£4,000 - 6,000

€4,300 - 6,500

US\$4,900 - 7,300

These are the original studies for a set of lithographs produced in 1852 entitled *A Series of Twelve Views of the Principal Buildings in London*. The set was engraved by Thomas Picken and published as a volume by Lloyd Bros & Co, 22 Ludgate Hill, London. The titles of the remaining views in the series were: The British Museum; London Bridge from above the Bridge; Buckingham Palace; Royal Exchange and Bank of England; Trafalgar Square with the National Gallery and St. Martin's Church and lastly, St. Paul's Cathedral looking up Ludgate Hill.

Edmund Walker is best remembered as a lithographer, few of his original works ever having appeared on the art market, while he is renowned for the large series of lithographs he produced after Joseph Nash and Louis Haghe of the *Interior of the Crystal Palace* and for lithographing Charles Simpson's Crimean series. In the light of the quality of the present group it is surprising that he did not work in watercolour more often; rare examples are held in the collections of the Victoria & Albert Museum and the Museum of London.





40

40
HELEN ALLINGHAM, RWS (BRITISH, 1848-1926)

A Surrey Cottage
 signed 'H. Allingham' (lower right)
 watercolour with scratching out
 17.3 x 21.9cm (6 13/16 x 8 5/8in).

£4,000 - 6,000
 €4,300 - 6,500
 US\$4,900 - 7,300

Provenance

Vicars Brothers Ltd., London.
 Private collection, UK.

41

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

A wayside rest
 signed and dated 'SRPercy.64' (lower right)
 oil on canvas
 46 x 76.5cm (18 1/8 x 30 1/8in).

£4,000 - 6,000
 €4,300 - 6,500
 US\$4,900 - 7,300

42

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Betws-y-Coed, North Wales
 signed and dated 'SRPercy. 69' (lower right)
 oil on canvas
 61 x 97cm (24 x 38 3/16in).

£10,000 - 15,000
 €11,000 - 16,000
 US\$12,000 - 18,000

Provenance

Private collection, UK



41



42



43



44



45

43

FREDERICK MORGAN, ROI (BRITISH, 1847-1927)

Good companions
signed and dated 'Fred Morgan/1872' (lower left)
oil on canvas
36.5 x 43cm (14 3/8 x 16 15/16in).

£8,000 - 12,000
€8,700 - 13,000
US\$9,700 - 15,000

This is possibly the Royal Academy exhibit of 1873, no. 63, titled *A little poorly*.

44

LAURA, LADY ALMA-TADEMA (BRITISH, 1852-1909)

A child reading
signed 'LAURA' (incised lower right)
oil on panel
22.5 x 30.5cm (8 7/8 x 12in).

£6,000 - 8,000
€6,500 - 8,700
US\$7,300 - 9,700

Provenance

The Fine Art Society, London, May 1910.
Private collection, UK.

Exhibited

London, Fine Art Society, *Lady Alma-Tadema Memorial Exhibition*, 1910, no. 99.

The reviewer in *The Times* of 10 May 1910 wrote, 'The Memorial Exhibition of the paintings of Lady Alma Tadema which opens today at the rooms of the Fine Art Society in New Bond Street ought to be seen by all who care for refined workmanship, an exquisite sense of colour and a love for beauty, especially the beauty of children'.

A month later in June, Marion Hepworth Dixon wrote in *The Studio* that, 'In the recent exhibition at the Fine Art Society's Rooms in New Bond Street few things were more interesting to Lady Tadema's admirers than the sketches there seen for the first time. Almost exclusively painted in oil they [show] the artist at work grappling with things at first hand'.

In 2007, a painting by Laura titled *Almshouses at Langley* was sold. Like the present lot, this was also an unfinished oil sketch exhibited at the same Memorial Exhibition (no. 87). Both paintings have identical frames suggesting that they were unfinished at the time of Laura's death, and framed especially for the exhibition.

We are grateful to Carolyn Epps Dixon for her assistance in cataloguing this lot.

45

CHARLES HUNT (BRITISH, 1803-1877)

The Grand Jury
signed and dated 'C.HUNT.74' (lower right); signed and inscribed 'Chas Hunt/60 Barclay Road/Walham Green Fulham/London' (on an old label attached to the stretcher)
oil on canvas
51 x 85cm (20 1/16 x 33 7/16in).

£10,000 - 15,000
€11,000 - 16,000
US\$12,000 - 18,000

Provenance

Private collection, UK.

**PROPERTY OF A CHARITABLE INSTITUTION,
SOLD BY ORDER OF THE TRUSTEES.**

46 †

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

The flower seller
signed and dated 'W P Frith 1865.' (lower left)
oil on canvas
76.5 x 63.5cm (30 1/8 x 25in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Exhibited

London, Guildhall Art Gallery & Harrogate, Mercer Art Gallery, *William Powell Frith: Painting the Victorian Age*, November 2006-July 2007.

London, Guildhall Art Gallery, 1978-80, 1981, 1991-93, 1998-2003, 2008-2010.

Literature

Aubrey Noakes, *William Frith: Extraordinary Victorian Painter*, London, 1978, (illustrated in black and white p. 97).

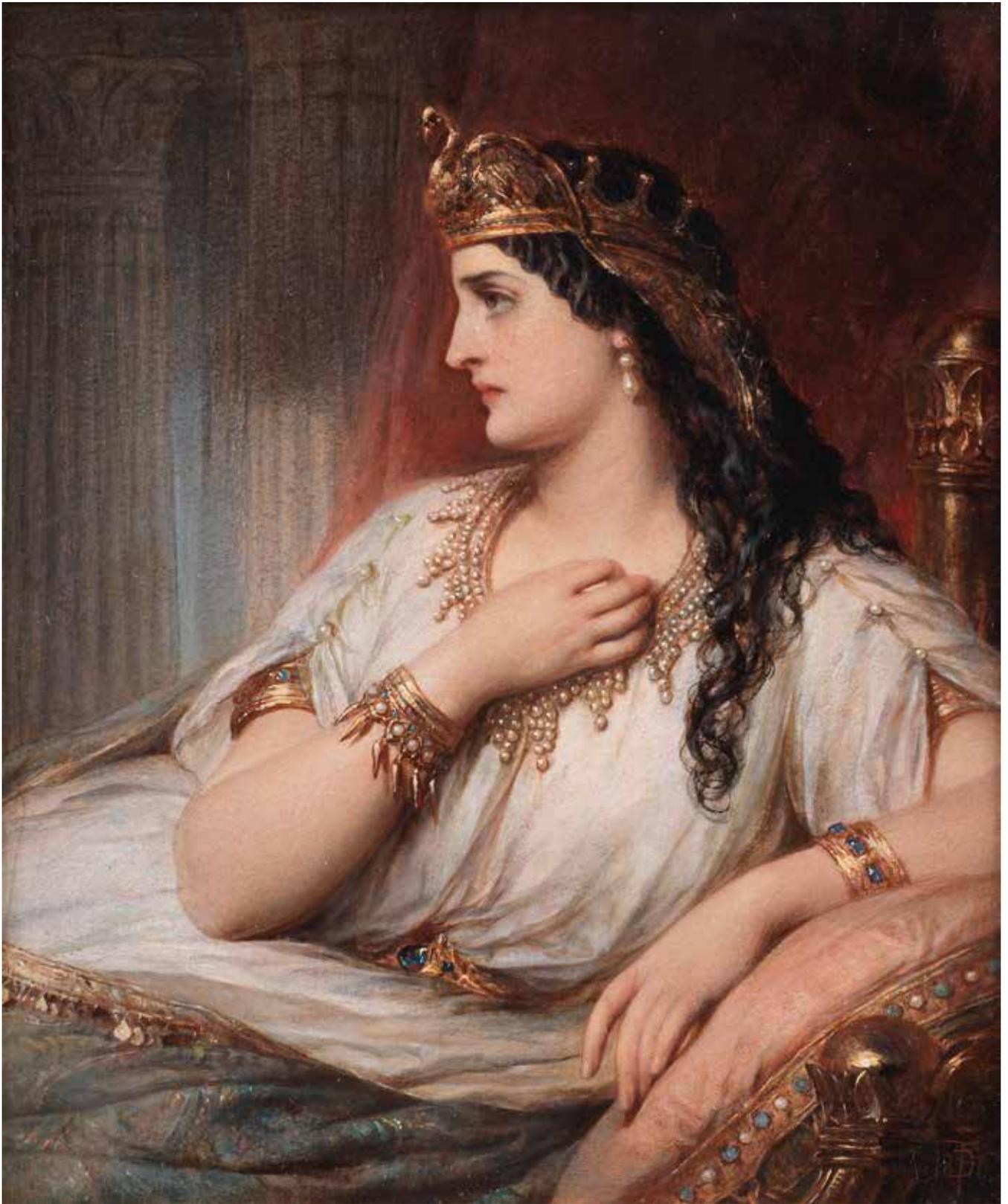
In 1865, the year in which the present lot was painted, Frith was hard at work finishing his monumental canvas *The Marriage of the Prince of Wales* (Royal Collection), a commission from Queen Victoria which had begun in 1863. Frith attended the ceremony, but also worked from photographs and later sittings to render the prestigious attendees as accurately as possible. When presented at the Royal Academy, the painting was so popular among visitors that it was virtually impossible for any viewer to get a close look. As with *Derby Day* of 1858, Frith's extensive and highly detailed composition had drawn a huge crowd of admirers, to such an extent that, once again, an iron railing had to be placed around the work to keep the public at bay.

Following the completion of such an exhausting undertaking, Frith returned to less challenging, more intimate compositions, such as *A Dream of the Future* (Mercer Art Gallery, Harrogate), and the present lot. The narrative in the painting has echoes of Frith's masterpiece *Derby Day* and he has positioned his flower seller at a county fair or fete. Beyond her, an elegant couple stand between the tents, the male figure having a buttonhole pinned into his lapel.

The model used in the present lot bears a resemblance to the sitter in Frith's 1868 RA exhibit *Sterne's Maria, from 'A Sentimental Journey'* a model described by Frith as 'a pretty, gentle creature, who had a history. She sat to me many times for many pictures.'¹

¹ W. P. Frith, *My Autobiography and Reminiscences*, New York, 1888, p. 272.





47



48

47

THOMAS FRANCIS DICKSEE (BRITISH, 1819-1895)

Cleopatra

signed with monogram and indistinctly dated '1863' (lower right); indistinctly inscribed 'Cleopatra' (on an old label attached to the upper stretcher); signed and inscribed 'Tho^s Francis Dicksee/7 Russell Place/Fitzroy Square' (on an old label attached to the lower stretcher)
oil on paper laid down on canvas
19.5 x 16.3cm (7 11/16 x 6 7/16in).

£4,000 - 6,000

€4,300 - 6,500

US\$4,900 - 7,300

Thomas Francis Dicksee painted another portrayal of Cleopatra in 1876; differing from the present lot, she is depicted full length, seated on a chair. Together these works exemplify Dicksee's interest in Classical and Shakespearean characters, an interest further displayed by a number of his Royal Academy submissions, with works such as *Ophelia* in 1859 and 1891, *Kate and Bianca* in 1869, *Lady MacBeth* in 1870 and *Romeo and Juliet* in 1871.

48

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

An Italian beauty

signed and dated 'J.W. Godward 97.' (upper left)

oil on canvas

45.7 x 40.6cm (18 x 16in).

in a carved Florentine frame

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Anon. sale, Sotheby's, Billingshurst, 22 October 1991, lot 317.

Literature

V.G. Swanson, Ph.D., *John William Godward 1861-1922, The Eclipse of Classicism*, Suffolk, 2018, p. 275 (illustrated).



49
**CIRCLE OF AUGUST THEODOR SCHOEFFT
 (HUNGARIAN, 1809-1888)**

Crossing the Tigris
 oil on canvas laid down on board
 59 x 78.7cm (23 1/4 x 31in).

£3,000 - 5,000
€3,200 - 5,400
US\$3,600 - 6,100

The present lot is based on a larger composition in the collection of Österreichische Galerie Belvedere (acquired from the Kunsthistorisches Museum, Vienna in 1987). An engraving of the aforementioned painting is illustrated in *L'illustration*, Journal Universel, No. 126, Vol. V, 26 July 1845 and *L'album*, giornale letterario e di belle arti, 6 September 1845.



50

FRENCH SCHOOL, CIRCA 1840

Harbour scene with figures unloading boats, a fortress beyond;
Harbour scene with figures smoking chibouks beside the water

a pair, oil on canvas

each 24.5 x 35cm (9 5/8 x 13 3/4in)

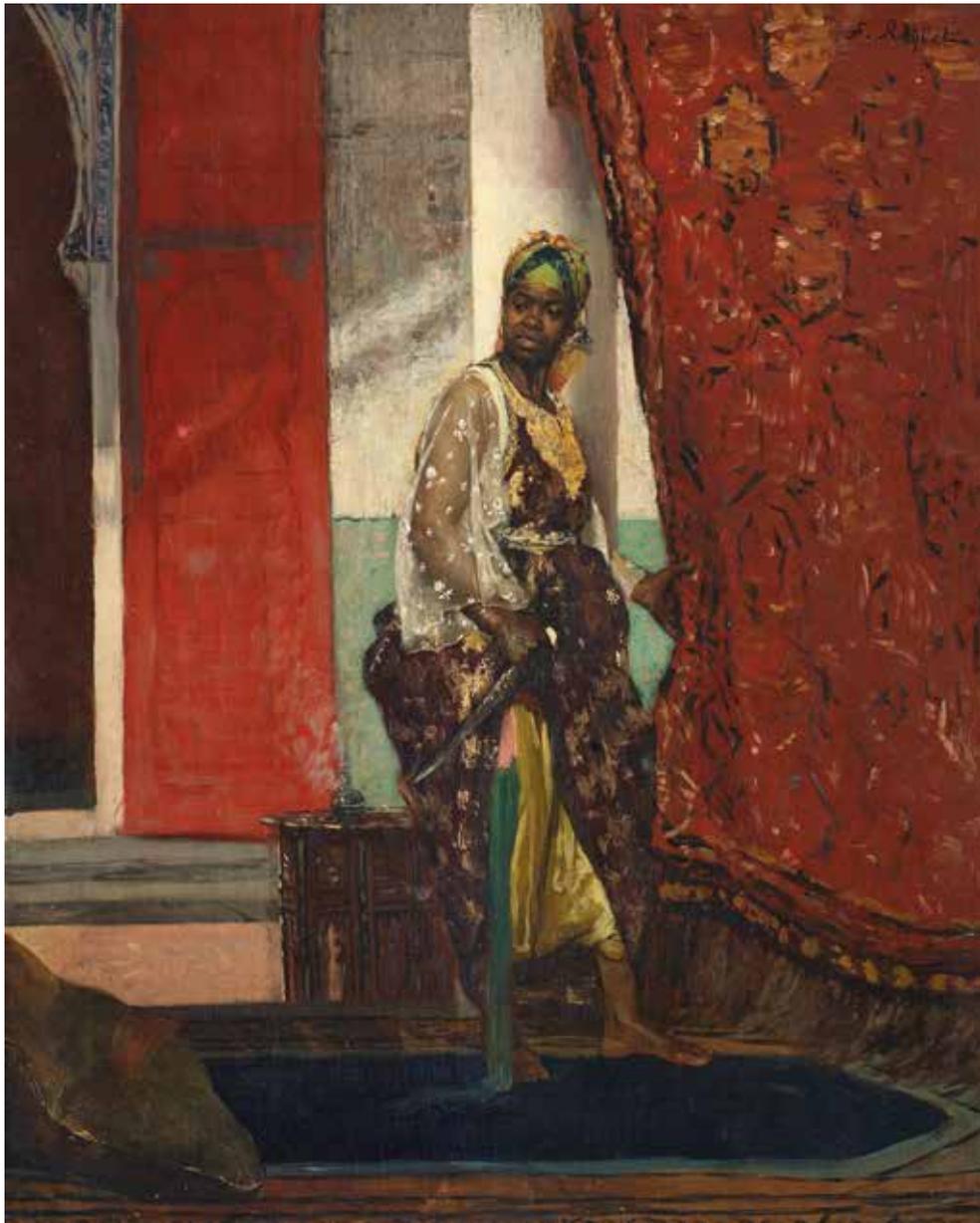
(2)

£4,000 - 6,000

€4,300 - 6,500

US\$4,900 - 7,300

The present works possibly depict an Ottoman location, *circa* 1840. The men all appear to be smoking chibouks, long-stemmed Turkish pipes, and camels in the background would suggest Asia Minor rather than the Adriatic. The large fortress on the hill could possibly indicate that the port is Smyrna or Chania.



51

FERDINAND VICTOR LÉON ROYBET (FRENCH, 1840-1920)

Anticipation

signed 'F. Roybet' (upper right)

oil on canvas

81.5 x 67cm (32 1/16 x 26 3/8in).

£7,000 - 10,000

€7,600 - 11,000

US\$8,500 - 12,000

Provenance

The Donald M. Munson Collection; Sale, Christie's, London, 4 May 1995, lot 27.

Private collection, UK.



52

RUDOLF ERNST (AUSTRIAN, 1854-1932)

The carpet makers

oil on panel

65.4 x 53.3cm (25 3/4 x 21in).

£15,000 - 20,000

€16,000 - 22,000

US\$18,000 - 24,000

Provenance

Anon. sale, Christie's, London, 19 January 1968, lot 103. Originally offered as one of a pair, according to the catalogue entry for this sale, the present work was signed.

Private collection, Italy.



53



54



55

53

CHARLES WILDA (AUSTRIAN, 1854-1907)

The slave girl
signed and dated 'C WILDA 04.' (lower right)
oil on board
24.5 x 33cm (9 5/8 x 13in).

£12,000 - 18,000
€13,000 - 19,000
US\$15,000 - 22,000

54

FRENCH SCHOOL, CIRCA 1900

A craftsman at work
inscribed and indistinctly numbered in arabic (lower left); inscribed in arabic (on the reverse)
oil on canvas
81 x 100cm (31 7/8 x 39 3/8in).

£4,000 - 6,000
€4,300 - 6,500
US\$4,900 - 7,300

55 *

NICOLA FORCELLA (ITALIAN, BORN CIRCA 1868)

Teaching the Qur'an
signed 'N. Forcella' (lower right)
oil on canvas
60.8 x 100cm (23 15/16 x 39 3/8in).

£10,000 - 15,000
€11,000 - 16,000
US\$12,000 - 18,000

An Italian Orientalist painter, Forcella was born in Castelleneta, Southern Italy, and lived much of his life in Cairo, where he taught in the Khedival Art School. Despite his heritage, Forcella exhibited work at the Société des Artistes Français in Cairo, and was later decorated with the Imperial Order of Medjidie, an honour awarded by the Ottoman Empire to non-Turkish citizens.¹

In the present lot, Forcella has depicted a madrasa, with a group of boys, many distracted in their studies, being taught the Qur'an. Some of the boys are using crudely made wooden Qur'an stands to support their books.

¹ *The Shafik Gabr Collection*, Paris, 2008, p. 160.



56



57



58

56 *

GUSTAVE SURAND (FRENCH, 1860-1937)

Tiger at rest
signed 'Surand' (lower right)
oil on canvas
50.5 x 73cm (19 7/8 x 28 3/4in).

£10,000 - 15,000
€11,000 - 16,000
US\$12,000 - 18,000

57 *

GUSTAVE SURAND (FRENCH, 1860-1937)

Recumbent tiger
signed 'Surand' (lower left)
oil on canvas
46 x 61cm (18 1/8 x 24in).

£7,000 - 10,000
€7,600 - 11,000
US\$8,500 - 12,000

58

JOHN ALEXANDER HARINGTON BIRD (BRITISH, 1846-1936)

Arab horse by an oasis
signed 'Harington Bird' (lower left)
watercolour heightened with white
44.4 x 58.5cm (17 1/2 x 23 1/16in).

£3,000 - 5,000
€3,200 - 5,400
US\$3,600 - 6,100

Provenance

Private collection, UK.



59

EDWARD LEAR (BRITISH, 1812-1888)

Damascus

inscribed, dated and numbered 'Damascus. 28 May 1858. (217)' (lower right); annotated throughout pen, ink and watercolour over traces of pencil
19.4 x 55.2cm (7 5/8 x 21 3/4in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Craddock & Barnard, London.
Private collection, UK.

Having visited Jerusalem in the Spring of 1858, Lear set off for the Lebanon, travelling by boat from Jaffa, arriving in Beirut on the 11th May, and moving inland. Lear found the landscape too similar to Greece and Albania, although his opinion of Damascus was more positive, writing to Lady Waldegrave 'imagine 16 worlds full of gardens rolled out flat, with a river and a glittering city in the middle'.¹

¹ Edward Lear, letter to Lady Waldegrave, quoted in Vivien Noakes, *Edward Lear, The life of a Wanderer*, London, 1968, p. 164.



60

EDWARD LEAR (BRITISH, 1812-1888)

Ruins at Dendera, Egypt

a pair, one inscribed and dated 'Denderah/3.PM.Jany.15/9.30. AM.Jany16.}1867' (lower left); numbered '(N° 7) (170)' (lower right) and the other inscribed and dated 'Dendera 8.45 AM/16.Jany 1867' (lower left) numbered '(175)' (lower right); both also annotated throughout pen, ink and watercolour heightened with bodycolour each 16.2 x 34.4cm (6 3/8 x 13 9/16in).

(2)

£7,000 - 10,000

€7,600 - 11,000

US\$8,500 - 12,000

The present works were painted during Lear's third and final visit to Egypt, between December 1866 and March 1867. During mid-January Lear visited Dendera- a Temple 40 miles downriver from Luxor- and produced a series of numbered drawings. For similar examples see: Sotheby's, London, 17 November 1988, lot 187 (numbered 176), Christie's, London, 2 April 1996, lot 100 (numbered 169) and Bonhams, London, 6 December 2012, lot 102 (numbered 153).



61

EDWARD LEAR (BRITISH, 1812-1888)

Mount of Olives

inscribed and dated 'Mount of Olives./4.30. PM. 10 April 1867.' (lower left); numbered '(31)' (lower right); annotated throughout pen, ink and watercolour over traces of pencil

24 x 50cm (9 7/16 x 19 11/16in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Craddock & Barnard, London.

Private collection, UK.

Having visited Egypt in the early months of 1867, Lear set off for Palestine, travelling by 'the grumpy roanygroanery of camels' across the desert, arriving at Gaza in early April. The visit was restricted to a few weeks, Lear's intention to visit Nazareth and Galilee, places he had missed during his previous visit to the area in 1858, hindered by the volume of Easter pilgrims arriving in the area.¹

¹ Vivien Noakes, *Edward Lear, The life of a Wanderer*, London, 1968, pp. 217-218.

Osman Hamdi Bey





62

OSMAN HAMDİ BEY (TURKISH, 1842-1910)

Young Woman Reading

signed and dated 'OHamdy Bey. 1880.' (centre left)

oil on canvas

41.1 x 51cm (16 3/16 x 20 1/16in).

£600,000 - 800,000

€650,000 - 870,000

US\$730,000 - 970,000

Provenance

Anon. sale, Sotheby's, London, 14 April 1976, lot 22.

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

Thence by descent.

Literature

Mustafa Cezar, *Sanatta Batı'ya Açılış ve Osman Hamdi*, Istanbul, 1995, Vol. II (illustrated p. 669, as *Kuran okuyan kız*).



'The most Parisian of Ottomans, and the most Ottoman of Parisians'

The kaleidoscopic nature of Osman Hamdi's biography – he was, at various times, a bureaucrat, archaeologist, museum director, architect, poet, writer, and musician – and his prominent position in both late 19th century French and Ottoman intellectual circles have made him a controversial symbol of Turkish nationalism and cultural reform in recent years. In his capacity as an Orientalist painter, moreover, he has long been considered a curiosity within the genre. Too Turkish for some, too French for others, Osman Hamdi and his works have been framed by the politics of these debates. Singled out for particular attention have been the artist's harem pictures, featuring one or more women engaged in their daily indoor and outdoor pursuits. Interpreted as both pointed commentaries on misconceptions about the harem institution in the West and dependable documents from an "insider" from the East, the actual details of these compositions have often been ignored. By returning to their subject matter and the contexts of their origins, and setting trending theories to the side, a more historical and informational understanding of these pictures can be achieved. As one of the earliest yet most representative of these harem images, *Young Woman Reading* of 1880 provides a particularly important and revealing case in point.¹

Young Woman Reading, known more commonly as *Young Girl Reading the Qur'an*, displays many of the qualities for which Osman Hamdi became best known.² The impeccably rendered dress of the kneeling figure and the decorative background against which she is set, rich in colour and Islamic designs, are virtual signatures of the artist, as is the startling clarity of the picture's highly detailed style. The precision of its surface, however, masks significant ambiguities at its core: the book that the woman has chosen, the direction of her gaze, and even the parting of her lips and the buttons at her neck, all serve to undermine our first impressions of the scene. What begins as a pretty harem picture, in other words, becomes a complicated and multi-referential text which addresses a variety of topical issues within the landscapes of Orientalism, 19th century art history, and aspects of the artist's biography itself. Through its transposition of British, French, and Turkish models, and its manipulation of their themes, *Young Woman Reading* demonstrates the unique nature of Osman Hamdi's Orientalism, and his artful game.

Osman Hamdi's artistic education began in Paris in the early 1860s, in the studio of Gustave Boulanger and under the probable influence of Jean-Léon Gérôme, whose art and presence as a teacher dominated the Parisian art world at the time. (One of the first Ottoman artists to bridge the artistic worlds of Turkey and France and to adopt the École's academic figurative style, Osman Hamdi modelled for Boulanger before formally enrolling as a student in his *atelier*).³ The impact of both of these masters is evident in the style and subject matter of Osman Hamdi's pictures, which mirror, in many respects, the Orientalist subjects that were so successful in Europe at the time (fig 1).⁴ In the 1880s, the artist embarked on a series of harem pictures, one of the most popular and alluring of these themes.

The mood and inhabitants of these storied spaces, however, in Osman Hamdi's hands, were significantly and meaningfully transformed.

In *Young Woman Reading*, the familiar eroticism of the harem has been tempered by the buttoned-up façade of the female figure and her compact, self-contained pose. Placed in the room like a flattened paper doll, her body becomes less seductive than decorative, and less corporeal than another colourful shape arranged against the patterned wall. This emphasis on the formal aspects of the composition, as well as the importance and intricacy of fabric and her dress, recalls the more modest harem pictures of the British painter John Frederick Lewis, whose celebrated and widely reproduced works Osman Hamdi may have known.⁵

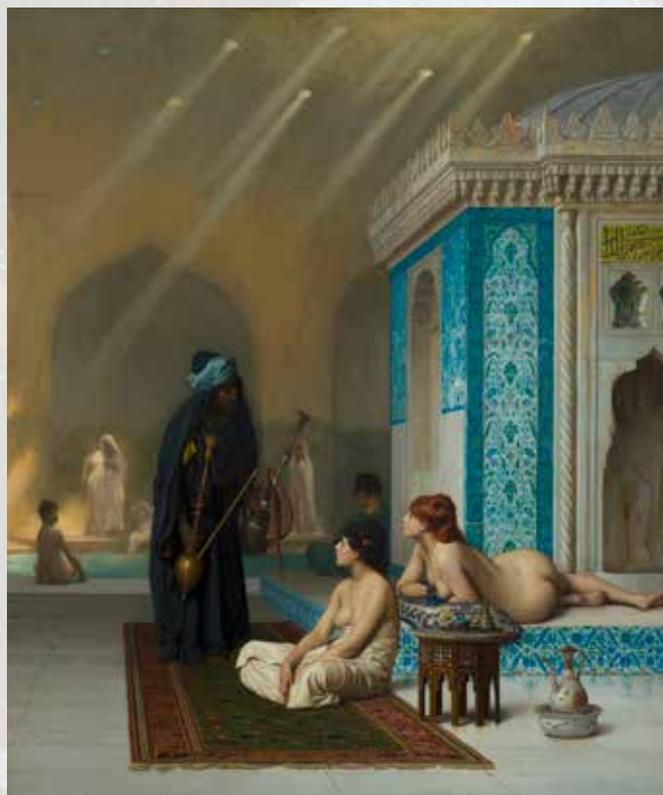


Fig 1 Jean-Léon Gérôme, *Pool in a Harem*, France, circa 1876, oil on canvas, 73,5 x 62 cm, The State Hermitage Museum, St. Petersburg, photograph © The State Hermitage Museum/photo by Vladimir Terebenin



Fig 2 Frederic, Lord Leighton, *Study; at a Reading Desk*, oil on canvas, 63 x 72cm, Sudley House, Liverpool

More compelling a visual comparison, however, is between *Young Woman Reading* and Frederic, Lord Leighton's *Study (At a Reading Desk)* (Sudley House, England), painted and exhibited at London's Royal Academy only three years before Osman Hamdi's picture was begun (fig 2). The child in Leighton's work, the well-known model, actress and performer Connie Gilchrist, looks intently at the open pages of an illuminated manuscript set upon a wooden stand. The Oriental carpet and other exotic details of the décor around her, as well as her long pink and golden silken dress, add a distinctly Eastern gloss to the scene, which would have been in keeping with Leighton's Middle Eastern interests at the time. (Leighton, along with the architect George Aitchison, famously designed an "Arab Hall" for his house in South Kensington in this same year, and decorated much of the interior in an Orientalist style). Though Osman Hamdi would not have seen this work in London, he may have known it through reproductions circulating at the time.⁶

Leighton's charming picture was one of many self-proclaimed "potboilers" produced to meet a high demand. Audience's appetite for sentimental images of women and children engaged in quiet domestic pursuits had escalated exponentially in mid 19th century Britain, with

no indication of slowing down. Among the most popular of these works were representations of reading, in which the child's innocence and imagination were signalled by the nature of the text they had in hand. The didactic potential of these and other tomes was also frequently addressed, particularly with regard to religion, Christian doctrine, and the church; in addition to images of children reading the Bible and reciting verses as they went, specific works of fiction were included in many compositions, that overtly promoted its beliefs.⁷

Pictures of girls and women reading would also have been familiar to Osman Hamdi in his adopted home of Paris, though the subjects were markedly more risqué. In the 1870s and 1880s in particular, with changes in the workforce and the pursuit of leisure time activities on the rise, concerns about female literacy,⁸ access to journalism, and the corrosive influence of certain books on impressionable young girls' minds,⁹ compelled a spate of painted images of *liseuse*, or women readers, in a variety of settings and styles.¹⁰ Among the works that crowded the Salons and gallery walls were those depicting women reading poetry, perhaps the most "dangerous" of the genres. With its concern for love and drama, poetry was seen to compel a more visceral type of study than other forms of reading required or allowed: slouched in mild abandon, lips parted in recitation of the verse, the female subjects of these pictures were decidedly more sensual than moral or benign.

In Osman Hamdi's transposition of this trend, an air of gentle provocation is maintained - though beneath a prim veneer. The young woman kneels in front of an open book placed upon an inlaid wooden stand. Her back is straight, her eyes are lowered, and her hands rest gently on her thighs. The covers of the book are protected by a delicately embroidered floral cloth, suggesting its value and the importance of its care. The book's elevated position, and the presence of a prayer rug (Turkish, *seccade*), implies that it is a religious text, most likely the Qur'an.¹⁰ So too, the similarity of the young woman's pose with that of other figures in Osman Hamdi's *oeuvre*, who are more clearly engaged in acts of pious devotion, and the sinuous arabesque of fragrant smoke emitting from an incense burner placed nearby, emphasize the religious aspects of the theme.¹² As the noted scholar Edhem Eldem has observed, however, "[A] partial view of the open page says otherwise. The *taliq* calligraphic style displayed

was not used for the Qur'an, and the few words one can decipher confirm this mismatch. On the last line, one can read 'az ān,' Persian for 'from this.' This would suggest a volume of poetry, but such a large format with only four lines of barely four or five words each [makes this] also highly improbable. In all likelihood, this is just 'decorative' scribble, meant for the artist's dominantly foreign clients. This interpretation is further strengthened by the fact that the word on the second line reads 'Hamdi,' [the artist's] name, a playful trick he often resorted to in order to insert his name in the Arabic script in paintings which he almost exclusively signed in French," (personal correspondence, 4 March 2019). The many modern references to this picture as *Young Girl Reading the Qur'an*, then, have been misleading, and our own preconceived perceptions must now change. Rather than an image of pious devotion, the artist engages slyly in a game.



Fig 3 Osman Hamdi Bey, *Two musician girls*, 1880, oil on canvas, Pera Museum, Istanbul, Turkey, © Stefano Baldini / Bridgeman Images

The meaningful disjunction that Eldem observes in *Young Woman Reading*, signalled by the book, is discovered elsewhere in the composition as well. Its architectural details, accessories, and exotic fabrics and *objets* recur regularly in his works, suggesting that the relationship between documentation and imagination is more complex than it appears. (It is important to note in this context that Osman Hamdi's paintings were rarely if ever exhibited in his native Turkey, where such inconsistencies might have been more readily observed. Indeed, in addition to overlooking the architectural pastiches that characterise even the most compelling of his works, contemporary audiences in England and Europe seem not to have noticed the regular appearance of the artist and his family members in several painted scenes).¹³ The striking geometric pattern of the open window's metal grates, for example, is similar to those on the right-hand side of *Women Strolling* (1887, Yapi Kredi Bankasi Collection) and *Women at the Entrance to the Mosque of Sultan Ahmed* (Erol Kerim Aksoy Collection), as well as to that in *Two Musician Girls* (1880, Pera Museum, fig 3) while the almost hypnotic expanse of hexagonal blue-and-white tiles, inspired by examples in local museum collections and by those observed *in situ* at the Topkapi Palace and the Green Mosque (Yeşil Cami) in Bursa, reappear in *Four Slaves* (1880, Erol Kerim Aksoy Collection), to similar dazzling effect. The woman's bright yellow dress too is a familiar presence in Osman Hamdi's works from this period, being featured in *Gathering Lilacs* (1881, private collection) and *Young Woman Standing* (1884, private collection). Its repetition creates an additional link between the subjects of his pictures, and alludes to an intriguing narrative thread.¹⁵

The care with which clothing is rendered in Osman Hamdi's art is significant for reasons that extend beyond the pictures as well. Women's fashion in Constantinople had, since the 1850s, been in a state of evolution and change. French fashion magazines were widely circulated – even within the harem – and dresses were ordered directly from Paris or commissioned from seamstresses in Pera, in emulation of the styles. As elements of European fashion were selectively adopted and combined with traditional Turkish dress, a hybrid style emerged – one that did not conform to the exotic imaginings of European artists and travellers, and so was often omitted from their works.¹⁶ Osman Hamdi's numerous images of Turkish women sporting the actualities of indoor and outdoor dress, and the young woman reading here, are all the more important, then, for their honest observations of the changes that were taking place. (This is particularly apparent in Osman Hamdi's works from the 1880s and 1890s, in which Turkish women's traditional tailored *feraces*, or outdoor cloaks, dot his canvases with newly introduced colours and zest.) Through such chronicling of sartorial realities, Osman Hamdi's pictures may be seen as both the project of a salvage ethnographer, keen to memorialise what vestiges might be left, and that of a journalist, on the frontlines of fashion and style.¹⁷

Ironically, given Osman Hamdi's concern for topicality, as evidenced by clothing and by dress, the environments within his pictures are often timeless, motionless, and still. Based on various examples of Mamluk and early Ottoman architecture and pieced together from his extensive collections of photographs and prints, these collage-like vacuums

conjure the mood of a museum, in which the viewer is a privileged and well-behaved guest. This impression is reinforced by the displays of local handicrafts and goods that exist inside their walls.¹⁸ Though also drawn from the artist's collections, or those he oversaw, the message surrounding them is clear: they are not for the acquisitive department store shopper, but for the "look-but-don't-touch," museum-going connoisseur.¹⁹

Calm, cool, and collected, the emotionless remoteness of the figure in *Young Woman Reading* sends a similar message of restraint and reprimand. Her eyes are averted, her posture is stiff, and despite her lips being parted, they do not entice or tempt. Though her origins may lie in the harem pictures of Gérôme and Boulanger, and in contemporary images of female readers in Britain and in France, Osman Hamdi has transformed this woman into something very new. She is the anti-odalisque, the innocent child now matured, and the progressive Turkish *liseuse*. The artist's interest in this subject is gauged by her recurrence in his art, in various permutations through the years. The culmination of these images may be a painting of 1893, lost to a fire and rarely reproduced today (fig 4). Here, a young Turkish woman lays on her stomach, stretched out along a low platform or divan. She is absorbed completely by her book, which seems, given her nonchalant comportment, to be a work of literature rather than the Qur'an.²⁰ The Islamic features of the room in which she basks, as well the clothes she wears, recall *Young Woman Reading*, and evoke a similarly modern harem theme. Rather than rejecting the conventional posture of an odalisque, however, or being nearly lost against a patterned wall, the woman in this picture embraces this role with all her lithesome being. Osman Hamdi's game of translation and manipulation, begun with propriety some thirteen years before, concludes emphatically with this reader, and her active, working mind.

Notes

¹ The literature documenting and debating Osman Hamdi and his art is too vast to include here. Some of the more influential writers who have recently entered the fray are: Nisa Ari, Gülrü Çakmak, Zeynep Çelik, Edhem Eldem, Emine Fetvacı, Mary Roberts, and Wendy Shaw.

² The majority of Osman Hamdi's paintings that were not exhibited or catalogued were not named by the artist and have been retitled by later scholars; as Edhem Eldem has noted, and as this essay later demonstrates, this has led to significant confusion and errors in the interpretation of their subject matter (see, for example, Eldem's discussion in "Making Sense of Osman Hamdi Bey and His Paintings," *Muqarnas: An Annual on the Visual Cultures of the Islamic World* 29 [2011], pp. 339-383).

³ Though there are no records of Osman Hamdi having been enrolled as a student of Gérôme's during his years at the École des Beaux-Arts, their later correspondence and gift exchanges make clear that a mutually influential friendship had developed (see Eldem, "Making Sense," pp. 363, 382 n.99, p. 382 n.100, and passim). In an obituary for the artist, written by a colleague, Osman Hamdi's unique position between Turkey and France was openly acknowledged and praised: he was, the writer observed, both "the most Parisian of Ottomans, and the most Ottoman of Parisians," (quoted in Edhem

Eldem "An Ottoman Archaeologist Caught Between Two Worlds: Osman Hamdi Bey, 1842-1910," in *Archaeology, Anthropology and Heritage in the Balkans and Anatolia: The Life and Times of F.W. Hasluck, 1878-1920*, ed. David Shankland, vol. 1, Istanbul, 2004, pp. 121-49).

⁴ Osman Hamdi also produced landscapes, portraits, and genre scenes, both during his early years in Paris and later in his career.

⁵ The comparison between Lewis and Osman Hamdi was recognized by later critics, and was made explicitly in 1909; see "Burlington House. First Notice," *The Academy* (1 May 1909), p. 56. Osman Hamdi's own influence on British artists seems also to have been profound: Cf. *The Scholar* (1878, Louvre, Abu Dhabi) and Edward Burne-Jones's *Portrait of Katie Lewis* (1886, private collection).

⁶ In the collection of Miss Augusta Smith by 1892 and exhibited again at the Royal Academy in 1897, the copyright for Leighton's picture was owned by the firm of L. H. Lefèvre & Sons (Pilgeram & Lefèvre [& Sons]) by 1906. In the spring of 1871, the renowned art dealer and publisher Ernest Gambart, known as "the Prince of the Victorian art world," had passed his firm on to his nephew Lefèvre, and a flurry of new commissions, exhibitions, and print work took place. By 1879, Lefèvre was commissioning Orientalist and Neoclassical subjects from Leighton's colleague Alma-Tadema, and engraving and etching them as well; numerous records also exist for copyrights of Leighton's works during this period. These prints were immediately and widely circulated in England, as well as in Paris, throughout Europe, and even Australia. By 1883, Lefèvre was an established presence in Vienna, exhibiting his prints at the Vienna International Exhibition of Graphic Arts. (Osman Hamdi Bey would travel to this city in 1879, one year before *Young Woman Reading* was painted.) The wide reach of Lefèvre and the artwork that he handled suggests that Osman Hamdi may have encountered reproductions of this painting, though this has yet to be confirmed. Leighton's interest in British art and culture is easily established later in his career: he was appointed a corresponding member of the Royal Academy and received an honorary doctorate – one of many during his lifetime – from Oxford University in 1909. He also visited London in this year.

⁷ Among the most widely read authors within the genre of "religious fiction," whose *Uncle Tom's Cabin* (1852) was specifically geared towards women and children, was Harriet Beecher Stowe. Works by Hesba Stretton and Charlotte Yonge were also popular in England at the time. For useful introductions to the topic of the female reader in Britain, see Kate Flint, *The Woman Reader, 1837-1914*, Oxford, 1993; and Martyn Lyons, "New Readers in the Nineteenth Century: Women, Children, Workers," in *A History of Reading in the West*, eds. Guglielmo Cavallo and Roger Chartier, Amherst, 1999, pp. 313-44.

⁸ The Camille Sée law of 1880 created a public system in Paris of *collèges* and *lycées* for girls, and the following year primary education was made free for children of both sexes under the Jules Ferry law.

⁹ Regarding the concerning habits of women readers, Balzac observed: "Car que lisent les femmes? Des ouvrages passionnés, les *Confessions* de Jean-Jacques, des romans, et toutes ces compositions qui agissent le plus puissamment sur leur sensibilité. Elles n'aiment ni la raison ni les fruits mûrs." ["For what do women read? Passionate works, the *Confessions* of Jean-Jacques, novels and



Fig 4 Osman Hamdi Bey, *Girl Reading*, destroyed by fire (image courtesy of Deutsches Archäologisches Institut, Istanbul, no. 8070)

all kinds of compositions that affect their emotions most strongly. They enjoy neither reason nor ripe fruit.”] (Honoré de Balzac, *Physiologie du mariage*, in *La Comédie humaine*, ed. Pierre-Georges Castex, Paris, 1976-81, vol. II, p. 1019).

¹⁰ For more on the subject of the *liseuse*, see Kathryn Brown, *Women Readers in French Paintings 1870-1890: A Space for the Imagination*, Aldershot, Eng. and Burlington, VT, 2012.

¹¹ The motif of the Oriental carpet as a meaningful referent in Osman Hamdi's paintings has gained traction in recent years; see, for example, Anna Christina Schütz, “Osman Hamdi Beys Türkische Straßenszene. Der Teppich als Verhandlungsort kultureller Identitäten im ausgehenden 19. Jahrhundert,” *Image 28* (July 2018), pp. 146-174.

¹² Cf. *Two Young Girls Visiting a Shrine*, 1890 (Mustafa Taviloglu Collection); and another similar work by the same title (private collection).

¹³ The list of works that feature Osman Hamdi, or members of his family, is too long to recite here, but most famously includes *Clerics before a Mosque* (ca. 1890, Mimar Sinan Fine Arts University, Museum of Painting and Sculpture, Istanbul), *Genèse* (1901, private collection), and *Young Emir Reading* (1905, Walker Art Gallery). For a broader and theoretical consideration of the phenomenon of self-portraiture and self-fashioning in Orientalist painting, see Emily M. Weeks, *Cultures Crossed: John Frederick Lewis and the Art of Orientalism*, New Haven and London, 2014.

¹⁴ In May 1880, Osman Hamdi visited the Green Mosque (Yeşil Cami) in Bursa, famous for its wide expanses of hexagonal tiles. Similar tiles may be found in the collections of several museums opened in the late nineteenth century in Istanbul, including the Archaeological Museum, of which Osman Hamdi was the founder and first curator (see Ethem Eldem, *Osman Hamdi Bey: İzlenimler*, 1869-1885, Istanbul, 2016, pp. 323-337).

¹⁵ The regular recurrence of accessories and figures in Osman Hamdi's works had its occasional drawbacks as well: In 1906, the British painter Edward Poynter wrote a letter to the artist, in which he mistook Osman Hamdi's *Believer Counting His Rosary* (exh. Paris Salon, 1905) for *Man with Tortoises* (1906, Pera Museum, Istanbul, Suna and Inan Kiraç Collection), suggesting that one picture could all too easily merge into the next (quoted in Eldem, “Making Sense,” p. 370).

Eldem has established a tripartite “grammar of Orientalism” in Osman Hamdi's art, based on the artist's practice of repetition and standardisation: Osman Hamdi's pictures inevitably include a character (typically a central figure in Oriental garb), objects (artefacts that help to authenticate the scene), and a setting (an architectural structure, always in partial view, bearing a number of decorative elements and communicating a certain atmosphere) (Eldem, “Making Sense,” p. 371).

¹⁶ Years earlier, fashions had changed even more dramatically throughout the Ottoman Empire, culminating in the introduction of the Tanzimat (or period of modernizing reforms) of 1839. These brought the official end to the traditional attire of the Turkish elite, and introduced more “Western” garb. For references to the Tanzimat in the visual arts, see Emily M. Weeks, “About Face: Sir David Wilkie's Portrait of Mehemet Ali, Pasha of Egypt,” in Julie Codell and Dianne Sachko Macleod, eds., *Orientalism Transposed: The Impact of the Colonies on British Culture* Aldershot, England and Brookfield, VT, 1998, 46–62.

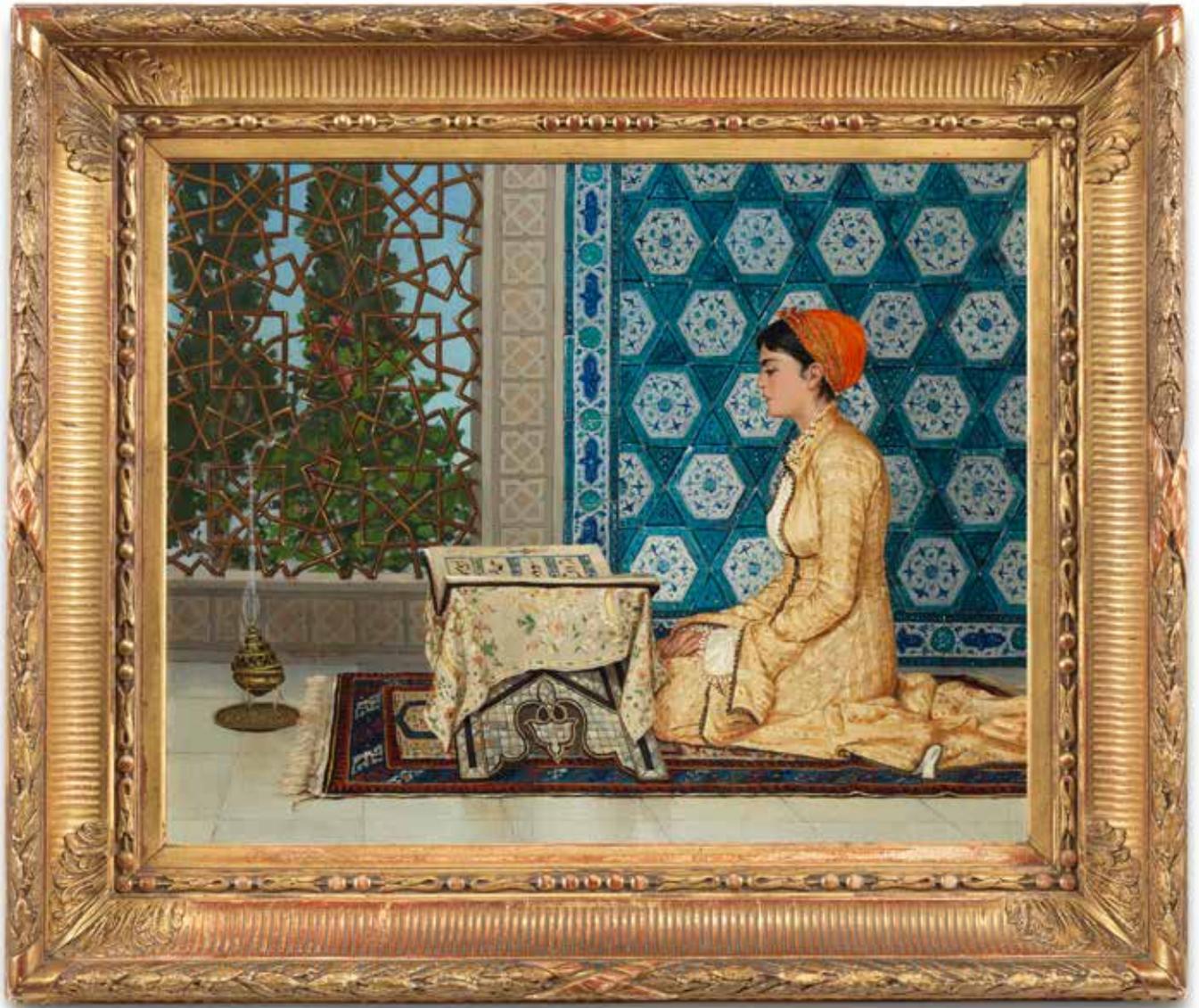
¹⁷ Clothing in Osman Hamdi's pictures functioned in more personal and political ways as well: They allude to the artist's love of costume, and dressing – often within his own paintings – for various factual and fictional roles, and the negotiation of his Franco-Turkish identity. For more on this important topic, which lies outside the scope of this essay, see Nisa Ari, “The Purchase of Modernity: The Turkish National Narrative and Osman Hamdi Bey's *The Tortoise Trainer*,” *Thresholds* 43 (2015), pp. 178-87, 226-35; Gülrü Çakmak, *Resistance or Compliance?: The Problem of Orientalism in Osman Hamdi's Paintings*, *Thamyris/Intersecting* 20 (2010), pp. 103-12; Eldem, “Making Sense,” op.cit.; and Emine Fetvaci, “The Art of Osman Hamdi Bey,” in *Osman Hamdi Bey and the Americans: Archaeology, Diplomacy, Art*, eds. Renata Holod and Robert Ousterhout, Istanbul, 2011, pp. 118-36. Of particular importance in Eldem's work is the problematizing of Osman Hamdi's role in *Les Costumes populaires de la Turquie en 1873* (Constantinople, 1873), a book taken by scholars as evidence of the artist's political sentiments.

¹⁸ Such accessory-filled vignettes may be a reference to Osman Hamdi's careers as a museum director and archaeologist, and indeed several of the objects are drawn from the artist's own collections or those of the institutions in which he worked. These professional appointments inspired not merely an appreciation and understanding of objects, but also commissions, subject matter, techniques – and even diplomatic acts. For more on this topic, see Holod and Ousterhout, op.cit.

¹⁹ For a fascinating study of the objects in Osman Hamdi's works, and those that inspired them, see V. Belgin Demirsar, *Osman Hamdi Tablolarında Gerçekle ilişkiler*, Ankara, 1989.

²⁰ This pose was adopted by male readers in Osman Hamdi's work as well, in paintings that both pre- and post-date the picture mentioned here.

We are grateful to Emily M. Weeks, Ph.D for preparing the above essay, and to Ethem Eldem, Ph.D for his assistance in cataloguing this lot.



63

LUDWIG DEUTSCH (AUSTRIAN, 1855-1935)

The Qanun Player

signed, inscribed and dated 'L. Deutsch PARIS 1903' (upper left)
oil on panel

77.5 x 53cm (30 1/2 x 20 7/8in).

£300,000 - 500,000

€320,000 - 540,000

US\$360,000 - 610,000

Provenance

M. Newman Ltd., London.

Private collection, UK.

Thence by descent.

In *The Qanun Player*, Ludwig Deutsch creates a work that is both instantly familiar and entirely new. A bearded man, seated cross-legged upon a carpet on the floor, plays the *qanun*, a traditional stringed instrument indigenous to the Middle East. He is observed by a second Arab figure, leaning against an intricately patterned wall. The room itself is rich in ornamental detail, with colourful inlaid stonework, elaborate wooden carvings, and an enormous *mashrabiyyah* window, through which the soft glow of sunlight streams. The mood of Deutsch's picture is soothing and subdued; this is a different kind of Orientalism than what was offered by his peers, one in which drama and eroticism have no place.

The setting of Deutsch's picture is significant, if not architecturally exact. Though European travellers had provided descriptions of domestic architecture in the Middle East by the early 18th century, serious study of the region's private buildings did not begin until the work of Napoleon's Scientific and Artistic Commission in Egypt in 1798, headed by Vivant Denon and Pascal Coste. The official findings of the Commission, called the *Description de l'Égypte*, were published in Paris between 1809 and 1828 in multiple, lavishly illustrated volumes (Paris: Imprimerie impériale). Egypt's modern culture was illustrated in two of the volumes (published *circa* 1809 and *circa* 1817), ten plates from which showed plans, elevations, and perspective views of houses in Cairo then occupied by the French. In Britain, Edward William Lane's *An Account of the Manners and Customs of the Modern Egyptians* (London, 1836) provided the first substantive discourse on Egypt's domestic architecture. Lane's text, illustrated by the author in black and white, was followed visually by the colourful renditions of James William Wild and, later, by the work of Frank Dillon, an artist and advocate for architectural preservation. Deutsch's rendition of the interior of this Cairene house draws from these traditions, while forging a new path as well.

In addition to studying Cairo's architecture through the prints and texts cited above, Deutsch may have based his composition on various houses he knew first-hand. Traditional Mamluk or Ottoman houses were a particular favourite of European artists, who found the crumbling piles delightfully picturesque. Writing to a friend in 1870, Frederick Goodall related that he had 'decided to look for a house removed as far as possible from what is called the civilized quarters and was fortunate in finding, with the assistance of an old acquaintance the [?] Effendi, an old Arab house which, perfect in every detail with its rich latticed works, stained glass, inlaid doors and cupboards, affording capital backgrounds for figures, and from the roof a glorious panorama of the city' (Frederick Goodall to David Roberts, 4 November 1870, *Bicknell Album of Artist Letters*, Department of Rare Books and Archives, Yale Center for British Art, New Haven, CT). Rather than a transcript of reality, however, based on a single locale, the house in Deutsch's work appears to be a conflation of several that he visited during his time in Cairo, many of which have sadly since been destroyed.

The *qanun* player in Deutsch's picture was a favourite model of the artist's in Paris and appears in other musically-oriented works from this time (see, for example *The Mandolin ('Ood) Player* of 1904, Shafik Gabr Collection). His regular occurrence is yet another reminder of the studio craftsmanship of Deutsch's "ethnographic" compositions, and the artistic liberties that he often took once his travels were over.

We are grateful to Emily M. Weeks, Ph.D for compiling this catalogue entry. The work will be included in a critical catalogue of the Orientalist work of Ludwig Deutsch currently in preparation by Emily M. Weeks, Ph.D.



64

LUDWIG DEUTSCH (AUSTRIAN, 1855-1935)

The Connoisseur

signed and dated 'L. Deutsch 1894' (lower left)

oil on panel

61.2 x 42.4cm (24 1/8 x 16 11/16in).

£150,000 - 250,000

€160,000 - 270,000

US\$180,000 - 300,000

Provenance

M. Newman Ltd., London.

Private collection, UK.

Thence by descent.

Despite the startling clarity of his pictures and a roster of confirmed honors, positions, and awards, much of Ludwig Deutsch's life remains elusive and obscure. Brought up in Vienna, he studied at the Akademie der Bildenden Künste before moving to Paris in 1878. There he befriended several Orientalist artists, including Arthur von Ferraris, Jean Discart, and his lifelong friend Rudolf Ernst. It is likely that he studied with the French history painter Jean-Paul Laurens prior to his participation in the Société des Artistes Français beginning in 1879; his other instructors and mentors, however, are unknown. Deutsch's first Orientalist works appeared in Paris in 1881, well before his travels to Egypt and the Middle East. (These took place in 1885, 1890, and 1898; it is possible he travelled to North Africa after 1900 as well.) His choice of subject matter - enormously popular at the time - may have been influenced by Jean-Léon Gérôme, whose celebrated Orientalist pictures and academic style closely mirror Deutsch's own. In 1898, Deutsch earned an honorable mention at the Société's annual Salon and, in 1900, he was awarded a gold medal at the Exposition Universelle. Later, having long been recognized as the undisputed leader of an entire school of Austrian Orientalist painting, he received the Chevalier de la Légion d'Honneur. In 1919, Deutsch gained French citizenship and, after a brief absence from the public eye, began exhibiting again, this time under the name "Louis Deutsch" and in a far looser, post-Impressionist style.

With no personal diaries, letters, or contemporary biography, and no surviving children, partner, or spouse, the gaps between these facts and figures cannot be confidently filled. By turning to his paintings, however, aspects of Deutsch's life begin slowly to be revealed. In the present work, for example, two definitive sources of Deutsch's artistic inspiration can be found, and a possible window into his private world may be glimpsed as well. The setting of the picture is based on a print by Achille Constant Théodore Émile Prisse d'Avennes (1807-1879), a French historian, archaeologist, and ethnologist, as well as a renowned draftsman and author. This would not be the last time that Deutsch referenced Prisse d'Avennes in his art, though the extent and literalness of this particular translation is rare.

The physical properties of Deutsch's painting offer a second revelatory clue. Its glossy finish is due not only to Deutsch's precise touch, but to his increasing use of wooden panels, which (deliberately) gave to his pictures the jewel-like glow and polish of early Netherlandish and Northern Renaissance art. Deutsch's Austro-German heritage is here and subsequently acknowledged in his art, complicating his expatriotism in later years.

Finally, there is in Deutsch's painting the promise of an autobiographical gloss as well. It is known that the artist frequented the photography studio of G. Lékégian in Cairo, and that he acquired hundreds of decorative *objets* while abroad. These souvenirs of travel furnished both his Paris studio at 11 rue Navarin and the Orientalist pictures he produced there and until his death in 1935. (The Talish carpet, stringed instrument, inlaid table and chest, and imported blue-and-white porcelain vase in this work, for example, were regularly featured in his art). One of his personal favourites was a brass *tombak*, or ewer, seen on the mantel here. Given this element of personalisation, it is hard not to imagine that the connoisseur of the picture's title is a surrogate for the artist who painted him, contemplating the next treasure to add to his carefully curated collection.

We are grateful to Emily M. Weeks, Ph.D for compiling this catalogue entry. The work will be included in a critical catalogue of the Orientalist work of Ludwig Deutsch currently in preparation by Emily M. Weeks, Ph.D.



65

LUDWIG DEUTSCH (AUSTRIAN, 1855-1935)

The Goza Smoker

signed and dated 'L. Deutsch 1884' (upper right)

oil on panel

41 x 29.8cm (16 1/8 x 11 3/4in).

£120,000 - 180,000

€130,000 - 190,000

US\$150,000 - 220,000

Provenance

M. Newman Ltd., London.

Private collection, UK.

Thence by descent.

By the middle of the 1880s, Ludwig Deutsch had already established himself as one of Europe's pre-eminent Orientalist painters. The astonishing detail and crystal clarity of his Middle Eastern scenes, the result of first-hand observation and a studio in Paris filled with design books, photographs, and souvenirs of travel, became the hallmarks of his style, and a source of widespread admiration among his peers. In the present work, Deutsch turns his ethnographic eye to a familiar and enduring motif in Orientalist art, the Arab smoker in idle repose. Far from a transcript of reality, however, or merely another example of a popular theme, Deutsch's picture includes details that complicate its meaning and allude to the sophisticated artistry behind its composition.

The man in Deutsch's painting wears a traditional striped *qumbaz* beneath a heavier outer robe. To those familiar with Deutsch's art, the appearance of these specific blue, red, and yellow-gold garments would not have been surprising, as they were repeated often in his *oeuvre* and may have been drawn from the artist's own collection of textiles and exotic goods. In his right hand, the man grasps a *goza*, or pipe, featuring a large brass bowl carved with Islamic designs. Built for portability and meant to be held rather than set upon the ground, this somewhat archaic form of Egyptian *hookah* is distinguished by a stiff bamboo stem rather than a flexible hose. The direct flow of smoke from bowl to mouth that this construction allows made it a particular favourite among smokers of *tombiek*, *ajamy*, and other traditional and fragrant tobaccos such as *jurak* and *zaghoul*, as well as among 19th century enthusiasts of *hashish* and stronger drugs. The man's posture here is relaxed and informal and his sideways stare is unfocused and blank. Lost in thought - or perhaps in the effects of the unspecified substance that he smokes - Deutsch has created an unlikely protagonist in this otherwise characteristic work, sprawled languidly upon his *mashrabiyyah*, or turned wood, throne.

To the left of this lazing figure is a trio of cats, an unusual but significant addition to this Orientalist scene. Decades earlier, the British painter John Frederick Lewis had attracted considerable attention for the skilfully rendered felines he had added to his own Middle Eastern compositions, often to provocative effect. The influential art critic John Ruskin had alleged a commonality of spirit between Lewis's figures and their pets, and a mirroring of action and intent.¹ Similarly, in Deutsch's work, the somnolent mood of the cats both reflects the lethargy of the smoker in his chair and provides a canny commentary on the incongruity of his post: Though ostensibly the guard of some kind of sacrosanct space, this glassy-eyed figure is no more effective a watchdog than the sleepy animals at his feet.

The formidable doorway behind the Arab figure - likely the entrance to a private palace rather than a mosque or madrasa, given the man's apparently inebriated state - offers evidence of Deutsch's extensive use of well-known pattern books and popular prints. Here the reference may be to the architectural designs of Owen Jones or the numerous portals recorded by the great French artist and scholar Achille Prisse d'Avennes, a favorite resource of Deutsch's for his art (see *The Qanun Player*, lot no 63). Deutsch's eclectic personal library, in fact, is visible throughout his painted scenes. It is testament to his skill as an artist that the results are invariably so seamless and so real.

We are grateful to Emily M. Weeks, Ph.D for compiling this catalogue entry. The work will be included in a critical catalogue of the Orientalist work of Ludwig Deutsch currently in preparation by Emily M. Weeks, Ph.D.

¹ In general by the 19th century, cats had attained a number of meanings in French and British iconography and were common additions to narrative paintings. For more on cats in Lewis's art specifically, see Emily M. Weeks, *Cultures Crossed: John Frederick Lewis and the Art of Orientalism*, New Haven and London, 2014, pp. 63, 64, 91-2, 94, 98, 102, 104, 196-7 no. 13, 197 no. 14, 197 no. 15.



66

ATTILIO SIMONETTI (ITALIAN, 1843-1925)

Odalisque

oil on board

56 x 79cm (22 1/16 x 31 1/8in).

£25,000 - 35,000

€27,000 - 38,000

US\$30,000 - 42,000

Provenance

The artist.

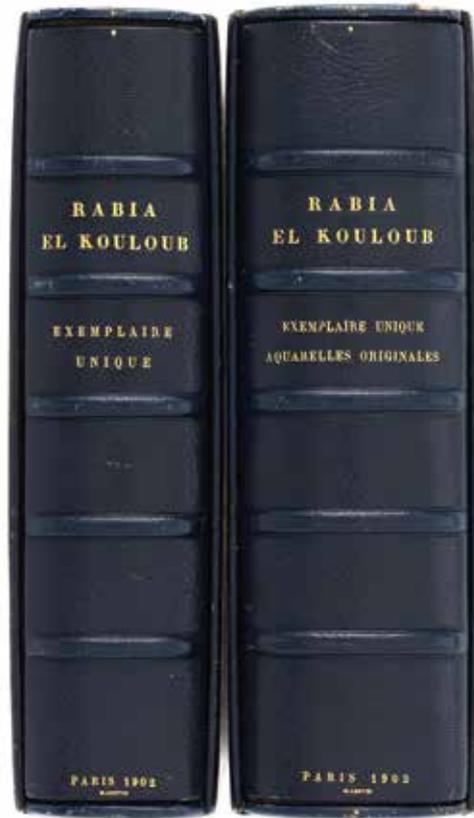
Thence by direct descent.

Attilio Simonetti was a pupil and close friend of Mariano Fortuny y Marsal, one of the greatest Spanish Orientalist artists. Fortuny had come to Rome in 1858 where he met Simonetti and the two artists became friends and shared an *atelier*.

In 1861 Fortuny painted *Odalisque* (now in the Museu Nacional d'Art de Catalunya, Barcelona) a painting considered to be a seminal work by the artist. The present lot is a copy of the original and is mentioned in the catalogue of the recent Fortuny exhibition held at Museo Nazionale del Prado, Madrid, from 21 November 2017 to 18 March 2018 (p. 110). It is also painted on artist's board and of the same dimensions as the original.

Simonetti was the son of Francesco Simonetti, a silversmith who had a workshop in the Via del Corso, and his wife Carolina Raffaelli a member of a well-known family of mosaicists. Apart from a successful career as an artist (he sold many of his works through The Goupil Gallery) Simonetti was an avid collector of antiques. He conducted a sale of his collection in 1883, and after the success of this he decided to open an antiques gallery in Palazzo Odescalchi. He developed an important international clientele including the Rothschilds, John Taylor Johnston (founder of the Metropolitan Museum of New York), Prince Umberto I (later King of Italy) and collectors such as William Hood Stewart and James H. Stebbins.





67

ALPHONSE ETIENNE DINET (FRENCH, 1861-1929)

Rabiâ el Koulob ou Le Printemps des coeurs, Légendes sahariennes recueillies par Sliman-Ben-Ibrahim, traduites et illustrées par E. Dinet, [Piazza] L'Édition d'art, 1902

Two volumes comprising:

A unique copy, on Japan paper, containing the complete series of 51 original watercolours used to illustrate the printed volumes (12 full page, 8 illustrations with Arabic script, 29 with space left for the text, 2 illustrations with decorative designs), 17 ornamental designs, 7 calligraphic titles and 8 decorative frames, on guards throughout.

Together with one of only 10 "Exemplaires Uniques" of the printed book, with text, containing an original composition, signed 'E. DINET' (lower right), oil on canvas laid down on paper, 19 x 14.7cm (7 1/2 x 5 13/16in), along with the illustrations in two states, coloured and uncoloured.

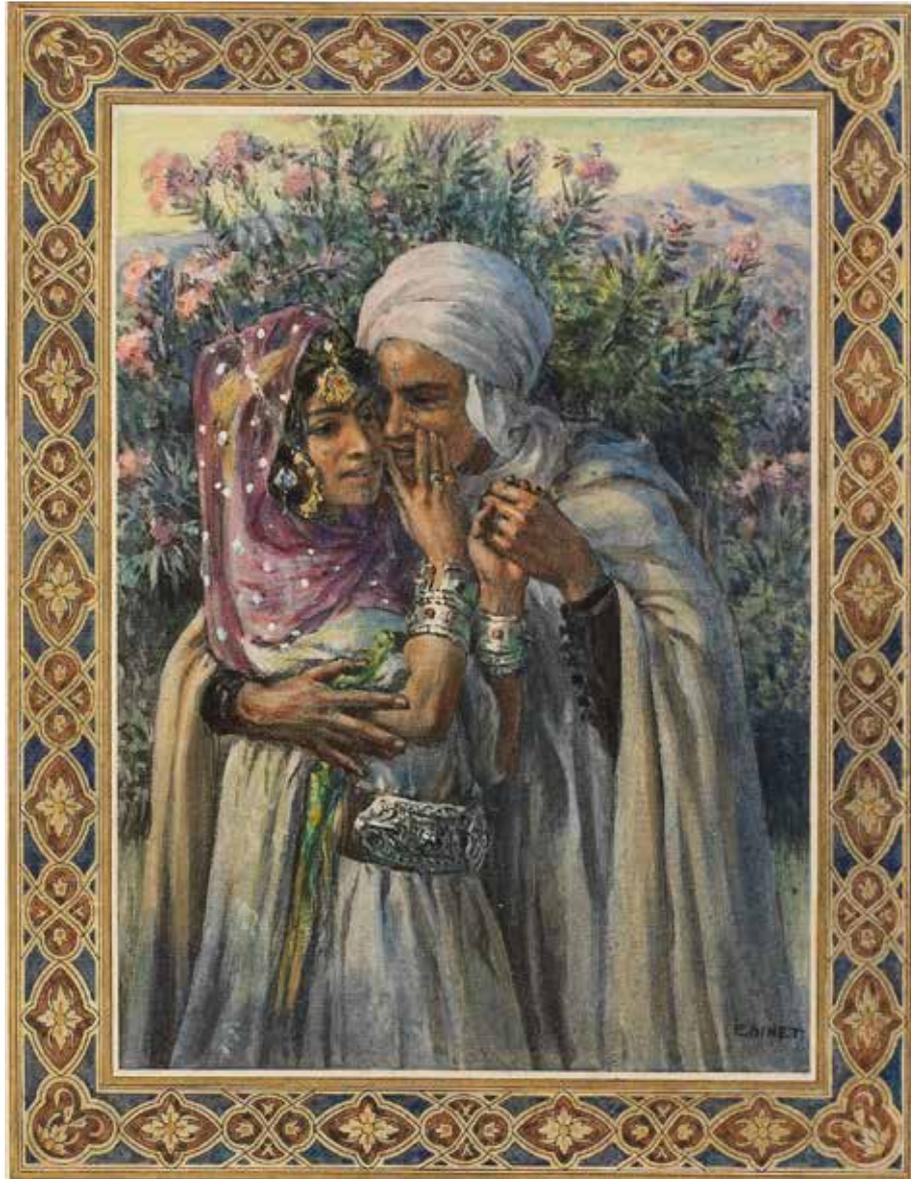
Both volumes finely bound in blue morocco by H. Lortic, dated 1906, after a design by Dinet (signed on front turn-in), the covers and spine elaborately tooled in gilt with multi-coloured morocco onlays, each cover with a large arabesque centrepiece, five raised spine bands, brown morocco doublures, patterned silk endpapers, gilt edges with an arabesque design, original decorated wrappers bound in, preserved in blue half morocco chemises and slip cases.

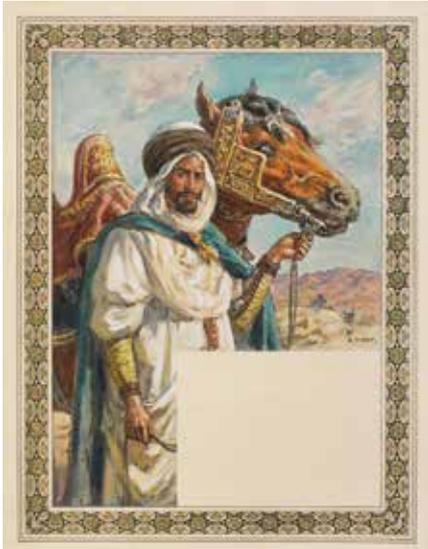
Also bound into the volumes are Dinet's autograph manuscript of *La Légende de Zinêt L'Enchanteresse* (26 pp., in pencil); correspondence between bookseller H. Floury and the publisher Piazza regarding the acquisition of the original watercolours; a letter signed by Dinet vouching for the unique quality of these original watercolours; two signed letters, one of which is about his painting process; one letter from H. Floury to the collector who purchased the volumes; and an extract from the catalogue of the 1902 Salon in which the watercolours were exhibited; each volume also contains the original 4 page prospectus for the work; there is a small *L'Édition d'art* circular stamp in corner of each original illustration and the manuscript. 4to (22.9 x 17.8cm (9 x 7in).

£130,000 - 150,000
€140,000 - 160,000
US\$160,000 - 180,000

Provenance
 Félix Leseur Collection.

Exhibited
 Paris, Salon, 1902, no. 168: Illustration de *Rabia ek Koulob ou le Printemps des coeurs*. Dessins, cartons, etc. - *Légendes arabes* par Sliman ben Ibrahim, Cinq cadres (Enluminures à l'oeuf exécutées pour l'Édition d'art).





A founder of the Society for French Orientalist Painters, Etienne Dinet's love of North Africa and its people was so strong that he eventually converted to Islam in 1905, taking the name Nasrédine. His knowledge of the Arabic language allowed him access to remote locations and enabled him to capture a more intimate portrayal of the life of North Africa. Dinet first visited Southern Algeria in 1884; in addition to his paintings, he was the author of four sumptuously illustrated volumes, which were published by Piazza art editions: *Antar* (1898), *Rabiâ el Kouloub*, (1902, the present lot), *Mirages* (1906) and *La Vie de Mohammed Prophète d'Allah* (1918).

Rabiâ el Kouloub ou Le Printemps des coeurs is comprised of three Eastern tales, which were collected by Sliman ben-Ibrahim (1870-1953) and faithfully reproduced by Dinet, who translated and illustrated the story, inspired by his own travels in the Sahara Desert. They include 'Afrit el Nisouane', 'Zèineb L'Enchanteresse' - 'who turns hearts as easily as the rings on her fingers' - and 'Ba-Mendil et Krime'. Fundamentally love tales (similar to Arabian Nights) they are set in

Southern Algeria. Sliman ben-Ibrahim was originally hired by Dinet as a travel guide. A strong friendship grew between the two men, leading to them collaborate on eight books, including *La Vie de Mohammed* which they co-wrote.

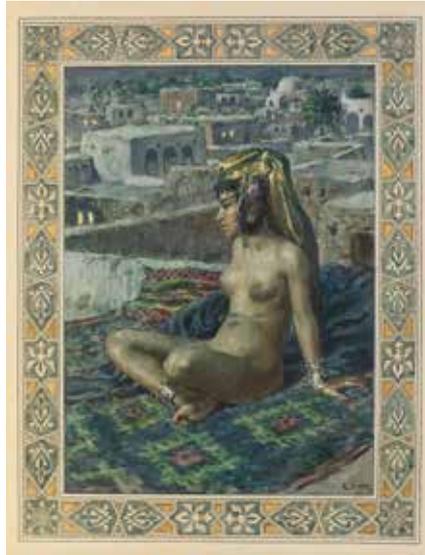
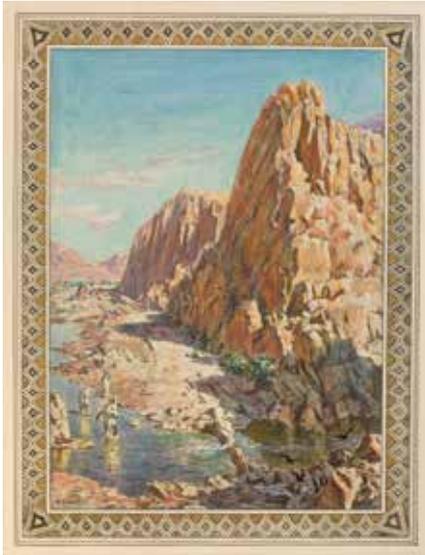
The present lot is a pinnacle of Orientalist illustration, in which the artist develops several of his favourite themes. The resulting watercolours offer a wonderful portrait of a timeless Algeria and its inhabitants. Given the subject matter of the book, a large part of it is dedicated to sensuality. Yet there are also representations of the elderly, children, marketplace scenes, palaces and souqs, starry nights and desert storms, the insides of mosques and panoramic views of villages, richly adorned women, beggars, Bedouins, musicians and palm groves.

These watercolours, which vary greatly in tone, have the perfection of Eastern miniatures, with a jewel-like finish. While some are characterised by an extreme precision, others are more impressionistic. In addition to the figurative watercolours, the original volume contains several ornate, gilded framings and calligraphed texts in Arabic. The signed original oil which has been placed at the beginning of the text volume features a djellaba-clad man raising his hands up to the sky and letting out a scream (illustrated left). Its style is markedly different from that of the illustrations inside the book, the background is abstract, made up of swathes of colour.

In one of the letters included in the present lot, Dinet provides an insight into his technique, stating that 'My paintings are made using egg, a process which provides them with a lengthier life than ordinary watercolours. Furthermore, I have tested every tone myself and insured that it withstood even the brightest light'. Other correspondence includes letters between publisher Piazza, bookseller Flourey, and Flourey's client, Félix Leseur, relating to every step of the project, providing a valuable understanding into the creation and history of this unique copy.

The second volume, of printed text, has a P. Brunet bookplate and both volumes were in the collection of Félix Leseur (1861-1950). He was a friend of Louis Barthou and the art publisher Camille Pelletan. Among his collection was Anatole France's *L'Affaire Crainquebille* with every original drawing by Steinlen.





68

ARCHIBALD THORBURN (BRITISH, 1860-1935)

The covey at daybreak

signed and dated 'A.Thorburn 1888' (lower right)

watercolour heightened with touches of bodycolour

46.5 x 74.5cm (18 5/16 x 29 5/16in).

£40,000 - 60,000

€43,000 - 65,000

US\$49,000 - 73,000

Provenance

Private collection, UK.

Exhibited

London, Royal Academy, 1888, no. 1249.







70

69

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Snipe at the water's edge
signed and dated 'A. Thorburn/1920' (lower left)
watercolour heightened with bodycolour
29.5 x 19.5cm (11 5/8 x 7 11/16in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Provenance

Holland & Holland, London.
Private collection, UK.

70

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Shoveler and Tufted Duck with a Kingfisher at the water's edge
signed and dated 'A. Thorburn/1928' (lower right)
watercolour and bodycolour
37 x 56cm (14 9/16 x 22 1/16in).

£15,000 - 20,000

€16,000 - 22,000

US\$18,000 - 24,000

Provenance

Private collection, UK.

71

JOHN EMMS (BRITISH, 1843-1912)

Five hounds and a dipper of water
signed and dated 'JNO EMMS/92' (lower left)
oil on canvas
61 x 80cm (24 x 31 1/2in).

£25,000 - 35,000

€27,000 - 38,000

US\$30,000 - 42,000

Provenance

Barbara Harcourt-Wood Collection, UK.
Private collection, UK (acquired from the above 9 October 1980).
Thence by descent.

When John Emms painted this group portrait of five hounds, he was at the peak of his career. A keen huntsman with a consummate interest in the sporting field, Emms had the rare ability to give real life to his subject. He was at his very best when painting dogs; with confident use of fluid brushstrokes he gives weight and solidity to their different physical characteristics as well as their individual temperaments. Typical of his work is the way in which the central hound engages directly with the viewer.

Born on 21 April 1841 at Blofield, Norfolk, Emms was the son of Henry William Emms, an amateur artist. Emms had two brothers and a sister, who married the brother of Sir William Blake Richmond PRA. Like all aspiring artists, Emms travelled to London where he became an assistant to Frederic, Lord Leighton PRA. It was through Leighton that Emms first visited Lyndhurst when he assisted the former to paint a fresco in Lyndhurst Parish Church. He then made his debut at the Royal Academy in 1866 and proceeded to exhibit elsewhere at the British Institution, Royal Society of British Artists and the New Watercolour Society.

In 1872 he returned to Lyndhurst where his skill in portraying animals, particularly dogs, as well as his participation in the hunting field and his convivial nature, led to no want of patrons. The Victorian gentleman's love of his horse and dog led to many commissions including one from the Duke of Newcastle to paint his Clumber spaniels and from other dog owners to depict their Crufts winners. In 1880 Emms married Fanny Primmer, daughter of a local Lyndhurst gentleman. Soon after their marriage he was working in London but returned in either 1883 or 1888 to Lyndhurst where he built a large house and studio in Queen's Road.

Emms cut a flamboyant figure, always dressed in a long black cloak and matching wide brimmed hat, he and his family led a somewhat bohemian life. When times were good, after selling a painting, he would take Fanny, their three daughters and son up to London to stay in the best hotels and live life to the full. But times were not always good. During the early 1900's Emms suffered a stroke and was unable to work; as a result he took to heavy drinking and the family's finances went from bad to worse. He died in November 1912.





72

JOHN EMMS (BRITISH, 1843-1912)

Four Hounds

signed and dated 'JNO EMMS/1899' (lower left)

oil on canvas

47 x 76.2cm (18 1/2 x 30in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Provenance

Richard Green Gallery, London.

Property of a deceased's estate.



73

JOHN EMMS (BRITISH, 1843-1912)

Rocking Joe

signed and dated 'JNO EMMS/1899.' (lower right); inscribed
"ROCKING JOE" (lower centre)

oil on canvas

71.1 x 91.5cm (28 x 36in).

£6,000 - 8,000

€6,500 - 8,700

US\$7,300 - 9,700

Provenance

Richard Green Gallery, London.

Property of a deceased's estate.





75

74 AR

MAURITZ DROUGGE (NORWEGIAN, 1874-1949)

Black Grouse at the lek; Ptarmigan in autumn
a pair, both signed 'Drougge' (lower right)

oil on canvas

each 80.5 x 100.5cm (31 11/16 x 39 9/16in)

(2)

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

Mauritz Drougge was an animal, landscape and portrait painter born in Arendal on 5 July 1874. He is best known for the decoration of the inside of the Forestry Pavilion at the Jubilee Exhibition which took place to mark the centennial of the 1814 Constitution at Kristiana from May to October 1914. The location was in the grounds of Frogner Manor and the exhibition was visited by over 1.5 million people over 6 months.

It is highly likely that Drougge would have been familiar with his contemporary, Bruno Liljefors, whose pioneering work embodied the change in wildlife art as it emerged from a scientific approach to a more realistic depiction of birds and animals in their natural environment. Drougge also combines Impressionistic brushstrokes and carefully observed realism to produce thoroughly fresh compositions that celebrate the natural behaviour of the birds.

In the present lot, we see black grouse displaying at the lek in early spring, and the ptarmigan are shown in the high mountains in the late autumn; their plumage has begun to reveal traces of white which indicates the onset of winter.

75

HEYWOOD HARDY (BRITISH, 1843-1933)

A day on the moors

signed and dated 'Heywood Hardy 1895.' (lower right)

oil on canvas

73.8 x 104.1cm (29 1/16 x 41in).

£12,000 - 18,000

€13,000 - 19,000

US\$15,000 - 22,000

*A girl on a tangled bank, awaiting a young man
who punts up to her; weeping willows overhead.*

- Henry Blackburn, *Academy Notes*, 1903

76

CHARLES WILLIAM WYLLIE, RBA (BRITISH, 1859-1923)

The Backwater

signed 'Charlie W Wyllie' (lower right)

oil on canvas

76.5 x 127cm (30 1/8 x 50in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Private collection, UK.

Exhibited

London, Royal Academy, 1903, no. 46.

Literature

Royal Academy Illustrated, 1903, p. 141.

Henry Blackburn, *Academy Notes*, 1903, p.11.

The younger brother of William Lionel Wyllie, Charles William Wyllie trained at Leigh's School of Art and at the Royal Academy Schools. He first exhibited at the RA in 1872. While his brother William established a strong reputation as a marine painter and etcher, Charles' output was more diverse; as well as river and coastal scenes, he painted narrative and landscape works such as *The Old Mill, Boulogne, France*, (Russel-Cotes Art Gallery & Museum, Bournemouth), and *The Sirens* (Hartlepool Museums and Heritage Service). Examples of his work are held in the collections of the National Maritime Museum and the Tate.



No one could love the countryside more than Alfred Munnings or talk better about it...He'll talk for hours of cow parsley and old man's beard and the marvellous muddle of reeds, reflections, and water plants...It's always like that [for Munnings] - first a delighted appreciation of something seen, and then the craftsman's penetrating and analysis of all the problems presented in the doing. That is where most of us artists stop - not so Sir Alfred, he actually goes ahead and does it.

- Anthony Devas, ARA (forward to the 1956 Royal Academy Retrospective Exhibition Catalogue)

77^{AR}

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

The Woodcutter

signed and dated 'A.J.MUNNINGS 1902' (lower left); signed and indistinctly inscribed 'Alfred J Munnings/Mendham/Harleston/Norfolk/"The Woodcutter"' (on an old label attached to the stretcher)
oil on canvas

66.9 x 61.6cm (26 5/16 x 24 1/4in).

To be sold with a letter from the artist to Dr Tait referencing the work, together with a copy of Munning's autobiography *An Artist's Life*, as well as the exhibition catalogue from the 1956 *Retrospective Exhibition* held at the Royal Academy.

(4)

£40,000 - 60,000

€43,000 - 65,000

US\$49,000 - 73,000

This work will be included in the Sir Alfred Munnings *catalogue raisonné* currently in preparation by Lorian Peralta-Ramos.

Provenance

W. Boswell, Norwich (bought by B.H.C.J, November 1903, according to a label on the reverse).

Aldridge Bros., Worthing.

Dr Greville Tait Collection, UK (acquired from the above in 1947 for £75).

Thence by descent.

Exhibited

London, Royal Academy, 1903, no. 751.

London, Royal Academy, *Retrospective Exhibition of Sir Alfred Munnings* KVCO, PPRA, 1956, no. 17.

Literature

Sir Alfred Munnings, *An Artist's Life*, London, 1950, p. 143.





Munnings' paintings from the first decade of the 20th Century primarily depict rural scenes, often portraying a local worker engaged in a chore, set against the background of the surrounding countryside. These paintings were popular among dealers such as the Boswell Brothers, who handled the present lot. In 1902 and 1903, Munnings spent two short spells studying at Julien's *atelier* in Paris. During this period he was exposed to painters such as Degas, Fantin-Latour and Tissot, which would have further piqued his interest in ways of capturing light. Working outdoor became a priority, and painting on the spot allowed Munnings a truer and more satisfactory depiction of 'things seen'. Due to the quickly changing climate of England, Munnings mastered the need to execute compositions swiftly and be confidently spontaneous with his brushwork. He was even known to have more than one canvas available when painting *en plein air*, in case conditions changed, and another working canvas was a better fit for the light.

Painted in 1902 and exhibited at the Royal Academy in 1903, the present work was Munnings' own favourite from a series depicting Norman at work in a wooded landscape. Munnings wrote in his autobiography: 'The last of these five of 1903 is 'The Wood-cutter' - the best. It is autumn; old Norman is in his smock, clearing a small maple-wood thicket. I enjoyed my work when doing this. The scene was there; the old man posed well for hours; the yellow-starred leaves traced patterns in the October sun. How beautiful it looked! Eyes closed for a last glimpse of the thicket of maple at the top of the hill leading to St. Margarets. It fades and is gone.'¹

The clearing is dappled with sunlight and thick impasto is used to portray a scattering of bright yellow flowers and to capture the sun reflecting off Norman's jacket. Fluid brushwork in varying tones brings depth to the work, a difficult feat in a thick woodland. As Lionel Lindsay observes, 'when you play with live colours - yellow and orange, scarlet, purple and green - they must be placed with a fine, harmonious precision, or the whole atmospheric balance of the picture will be upset. Munnings does this time and again with unerring tact.'²

Norman is mid-task, in the centre of the composition, wood beginning to be cleared around him. Writing in his autobiography, Munnings brings further insight into the stoic character: 'He had a fine countryman's face, a good nose, and a well-shaped mouth...He often wore...a truly cut countryman's jacket of earlier days. A coloured handkerchief, bird's eye, was worn around his neck. His cord trousers were tied below the knee...No better sight in the world-an old countryman, full of wisdom and knowledge of the soil.'³

Retrospective exhibitions of Munnings work were held at Norwich (1928), Bournemouth (1955) and at the Royal Academy (1956). His show at the Leicester Galleries in 1947 was notable for breaking the record of volume of sales for any exhibition by a living artist.⁴ Munnings was elected to the Royal Academy in 1925 and was President of the Royal Academy from 1944-49.

For another version of the series, see Christie's, London, 20 November 2018, lot 17.

¹ Sir Alfred Munnings, *An Artist's Life*, London, 1950, p. 143.

² Lionel Lindsay, *A. J. Munnings, R. A. pictures of horses and English life*, London, 1939, pp. 17-18.

³ Munnings, 1950, p. 126.

⁴ Royal Academy, *Exhibition of Works by Sir Alfred J. Munnings, K.C.V.O. P.P.R.A.*, Exhibition Catalogue, 1956, p. viii.



78

HENRY SILKSTONE HOPWOOD (BRITISH, 1860-1914)

A Cottage Service in The Hebrides

signed and indistinctly dated 'HSHopwood/1884' (lower right)

watercolour

94 x 100.5cm (37 x 39 9/16in).

£3,000 - 5,000

€3,200 - 5,400

US\$3,600 - 6,100

Provenance

Anon. sale, Phillips, Leeds, 14 November 2000, lot 425.

The Fine Art Society, London.

Exhibited

London, The Fine Art Society & Milnthorpe, Peter Haworth, *The Staithe Group*, 2002, no. 15.

The power latent in Harold's brush found food for expression in the wealth of material obtained by living in close companionship with the salt-water folk, whose toil is great and whose recompense is small. I wish today that I could have assurance that certain canvases of Harold's painted in those early days, have survived on the misfortunes brought by two world wars.

- Laura Knight, *The Magic of a Line*, London, 1965, pp. 111-112

79 AR

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

Launching Cobles
signed 'H KNIGHT' (lower left)
oil on canvas
50.5 x 61cm (19 7/8 x 24in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Provenance

(Possibly) Staithes Art Club, 1902, no. 20, sold for £8.
Barbara Cavan Collection, UK.
Private collection, UK.

While drawn to the isolated, picturesque fishing village of Staithes for its unspoilt characteristics, the artists who gathered there at the end of the 19th century brought with them a milieu of influences from the *ateliers* of Europe and other artists colonies in Britain and France.¹

Laura and Harold Knight first visited Staithes in 1897 and returned many times to live and paint over the next ten years. In her autobiography *Oil Paint and Grease Paint*, Laura is effusive about their time there, noting 'its tremendous influence on work, life and power of endurance. It was there I found myself and what I might do. The life and place were what I had yearned for- the freedom, the austerity, the savagery, the wildness. I loved it passionately, overwhelmingly'.² After their first visit to Staithes, Laura stayed a month before returning to Nottingham. Harold stayed on, borrowing money from his father, and returning at Christmas with 'all his money gone. He had piles of pictures such as he had never done. He was really launched as a picture-painter'.³

Laura Knight's account of her and Harold's time in Staithes speaks of a sense of community and shared hardship, with artists living and working unhindered alongside the native villagers. While this may have been a view over-romanticised by the passing of time, Laura Newton notes that 'in the minds of the artists, there was a link between the characteristics of the Staithes folk's lives ... and that of the artistic community ... Laura Knight used the example of working with the villagers to help land the cobles in stormy weather as evidence of "that feeling of mutual help and camaraderie which fostered such a good feeling with the fisherfolk."⁴

By contrast to Harold Knight's 1900 work *The Last Coble* (RA, 1900, Nottingham Castle Museum and Art Gallery), a dramatic depiction of Staithes boats landing on high seas, in the present lot, the artist captures a calmer scene, with cobles - fishing boats traditionally used in the North East coast of England and painted with characteristic red and blue stripes- being hauled over the shingle beach on rollers. Beside the boats, and beyond on the harbour wall, stand the fisherman's wives, many wearing traditional Staithes bonnets. The block signature in the present lot is similar to that used in Knight's 1899 work *Cobles at Staithes* (Nottingham Art exhibition, 1899).

This work will be included in the Harold Knight *catalogue raisonné*, currently in preparation by Mr R. John Croft FCA. We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Laura Newton, *Painting at the Edge, British Coastal Art Colonies 1880-1930*, Bristol, 2005, p. 99.

² Laura Knight, *Oil Paint and Grease Paint*, London, 1936, p. 75.

³ Knight, 1936, p. 76.

⁴ Newton, 2005, p. 100. Laura Knight describes the incident at length in *Oil Paint and Grease Paint*, pp. 77-79.



80

EDWIN HARRIS, RBSA (BRITISH, 1855-1906)

Spring Flowers

signed and dated 'Edwin Harris./1903' (lower left)

oil on canvas

66.5 x 76.5cm (26 3/16 x 30 1/8in).

£25,000 - 35,000

€27,000 - 38,000

US\$30,000 - 42,000

Provenance

Private collection, UK.

Exhibited

Birmingham, Royal Birmingham Society of Artists, *Autumn Exhibition*, 1903, no. 42, where probably acquired by the family of the present owners.

Literature

Roger Langley, *Edwin Harris 1855-1906, An introduction to his life and art*, Truro, 2008, p. 48.

The present lot is an important late example of Harris's work. Although Harris had not lived in Newlyn since 1895, the influence of the time he spent there painting cottage interiors is still evident. The work makes an interesting comparison with another 1903 work, *Mending the nets*, where a seated female figure converses with a fisherman while busy at her task. In the present lot, the fisherman has been replaced by a second female figure. The artist has used many of the same props in both works, such as the wheel-backed chair, the stool, and the engraving on the wall.





Fig 1 John S. Currie, *Dolly Henry on Hampstead Heath*, oil on canvas, sold Bonhams, 10 July 2018



Fig 2 Sir George Clausen, *A Girl in Black*, oil on canvas, Leeds Museums and Galleries, Leeds Art Gallery, UK @ Bridgeman Images

81

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

Head of a Young Woman (Dolly Henry)

signed 'G.CLAUSEN' (lower right)

oil on canvas

40.7 x 31cm (16 x 12 3/16in).

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

Provenance

John Heaton Esq. Collection, 1913.

Lord Hanson Collection.

In October 1914 the tragic news that Dolly Henry had been shot by her lover, the artist John Currie, spread swiftly through the art world. A popular Irish model, renowned for her rich auburn hair, Henry's relationship with Currie was known to be tempestuous, and although highly regarded, he frequently talked of suicide. Having murdered Henry in her rooms in Chelsea, he took his own life.¹ Shocked by the news, Clausen, with good memories of Dolly, and the days when the present portrait was painted, joined other artists for whom she had worked in subscribing to her funeral costs.²

Portraits and figure-pieces featuring the object of Currie's infatuation tend to accentuate her prominent cheek bones and adopt the Italianate 'Primitivism' that was a consistent feature of the work of Slade students of his day - and is seen in *Head of a Girl*, and in *Dolly Henry on Hampstead Heath* (sold Bonhams, 10 July 2018, fig 1). Living nearby at the time she first sat for Clausen in May 1912, she was also working for other artists such as William Strang, and the sculptors, George Frampton and Havard Thomas, as well as Currie.

Clausen's approach was more naturalistic than Currie's, and in the present portrait he strips his model of the art fashions of the moment. The artist, having recently visited Sicily and Greece on Art Workers' Guild holidays, was developing his own individual approach to the classical ideal - best expressed in *Primavera* 1914 (private collection),

for which Henry initially modelled. When she and Currie took off to live in Brittany for a brief period, this project was completed with Lilian Ryan, later Lady Kelly.³ In the meantime, as the Breton adventure ended in failure, Henry hoped to bury herself in Cornwall and escape Currie's attentions. There she bobbed her hair, and sat for Harold and Laura Knight, memorably posing for the latter's *Marshmallows*, 1914 (private collection), before fleeing again to Chelsea.

The present portrait, the first documented study by Clausen, apart from a drawing in Hobourne Museum, Bath, comes from happier times. It pre-dates *A Girl in Black* (fig 2), shown at the Royal Academy in May 1913. Obvious comparison between these and the work of contemporaries reveals Clausen's sense of restraint. The allure that characterises Currie's and Knight's representations is absent, and what we are given is a characterisation that is penetratingly direct. By all the canons of female beauty in 1913, Henry scores highly, but that is not the point - as the artist's careful modelling conveys.

Such qualities evidently appealed to the Leeds collector, John Heaton, when he was introduced to Clausen by the sculptor, Albert Toft, on 31 January 1913 and promptly purchased the study. Heaton would go on to acquire other pictures from the artist and in 1914, he commissioned Clausen's portrait of his wife.⁴ It may be no coincidence that *A Girl in Black*, when shown at the Royal Academy in 1913, was sold to Sam Wilson, also a Leeds collector, alerted to the refined qualities in Clausen's work.

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

¹ The full story is recounted in *John Currie, Paintings and Drawings, 1905-14*, 1980, City Museum and Art Gallery, Stoke-on-Trent, exhibition catalogue by Sarah Griffiths.

² Letter to Havard Thomas dated 7 December 1914; see also Kenneth McConkey, *George Clausen and the Picture of English Rural Life*, Edinburgh, Atelier Books, 2012, p. 162.

³ McConkey, 2012, pp. 162-5.

⁴ Sold Sotheby's, 24 March 1994; McConkey 2012, p. 187.



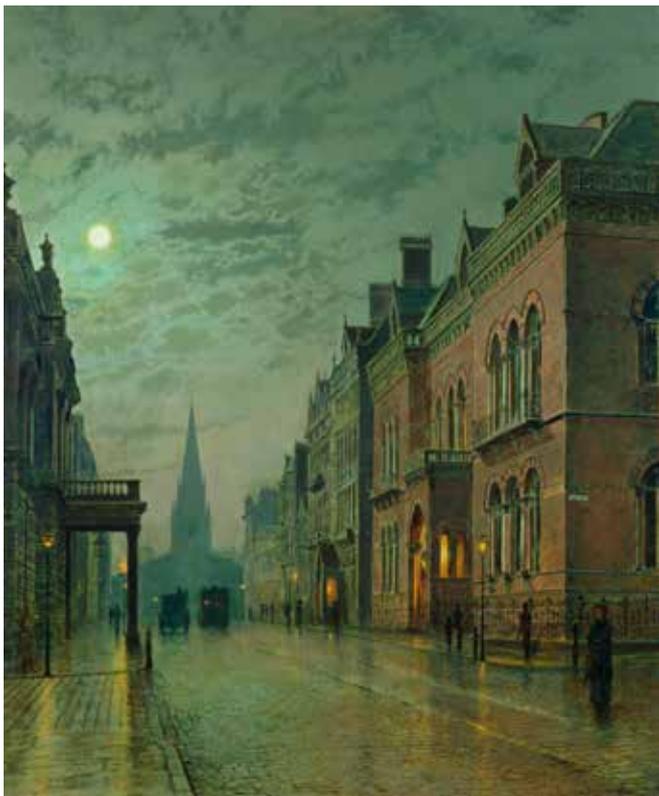


Fig 1 John Atkinson Grimshaw, *Park Row, Leeds*, 1882, oil on canvas, Leeds Museums and Galleries, Leeds Art Gallery, UK @ Bridgeman Images

82

MARK SENIOR (BRITISH, 1864-1927)

A view up Park Row towards St Anne's Cathedral, Leeds signed 'M Senior.' (lower right)

oil on canvas

102.2 x 94.6cm (40 1/4 x 37 1/4in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Anon. sale, Christie's, London, 17 June 2014, lot 111.

Acquired from the above by the present owner.

In 1916 Mark Senior moved his studio a short distance from Cookridge Street, which he had occupied for eight years, to Sun Buildings, 15 Park Row, in the centre of Leeds, one of the finest city streets. Its north end was punctuated by St Anne's Roman Catholic Cathedral, the modern Arts and Crafts building with its squat, square tower seen through the morning haze in the artist's bright sunlit view of the thoroughfare. Having been recorded a generation earlier by the city's most famous Victorian painter, John Atkinson Grimshaw, it connects the old City Square with Park Lane, at the perimeter of the commercial district, now known as The Headrow (fig 1).

Comparison of the two pictures reveals important changes in the thirty-plus years that separate them. In 1900 the city compulsorily purchased the old church which acted as Grimshaw's focal point at the north end of the street, to facilitate a road widening scheme. The new edifice was to be moved, replaced, and reopened in 1904. In a few further years, motor cars arrived on the streets, and trams, formerly horse-drawn, were electrified. However, the differences between the two go beyond topographic updating. While the earlier artist records the scene on a wet moonlit evening, picking out tracery on the High Renaissance façade of the Eagle Star Building on the right – Senior, the Impressionist, eschews detail in favour of the sparkling 'over all' effects of sunlight. Grimshaw's street is almost deserted, while Senior shows us a crowd of visitors arriving at the old town museum, housed in the Literary and Philosophical Society Hall on the left – easily recognized by its portico – a building that survived until 1966.

Senior's moment was however, around fifty years earlier, when the leading Staithes School painter, was experimenting with cityscapes. In another smaller canvas, painted around the same time, he chose a vantage point in nearby Commercial Street (Leeds Museums and Galleries). Here again, the strong sun and clear sky sends throws shadows across the street, while illuminating busy shoppers. Only a cosmopolitan painter who was *au fait* with the visual language of second-generation Impressionists, could leave a flash of cadmium red enlivening the small crowd that gathers around the entrance to the museum, while on the far side of the street a sleek green sports saloon, leaves a plume of exhaust in the cool morning air. In this way, a busy northern thoroughfare comes vividly to life.

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





83 AR

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

The sand castle

signed 'DOROTHEA SHARP' (lower right)

oil on canvas

36 x 46cm (14 3/16 x 18 1/8in).

£12,000 - 18,000

€13,000 - 19,000

US\$15,000 - 22,000

Provenance

The Carroll Gallery, London.

Private collection, UK.



84 AR

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

On the sands

oil on canvas

38.1 x 45.7cm (15 x 18in).

£10,000 - 15,000

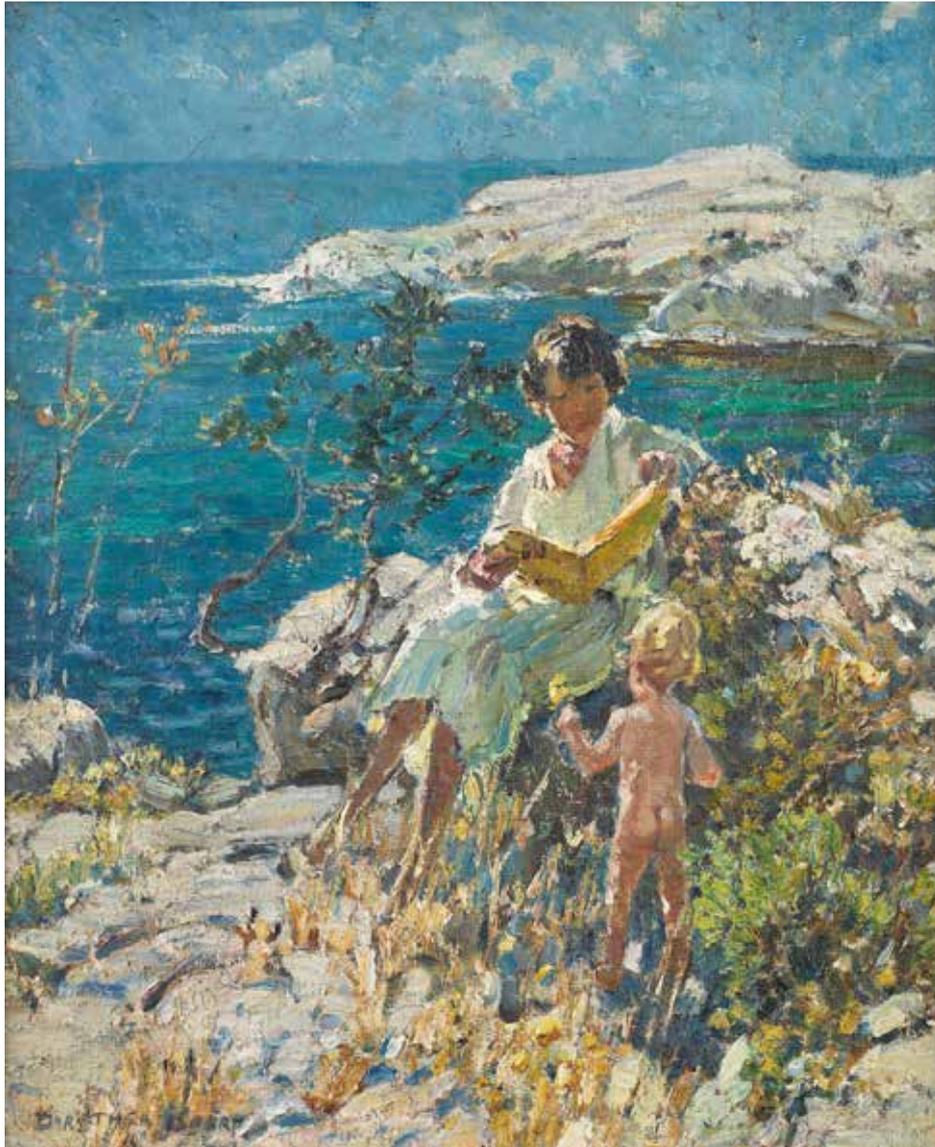
€11,000 - 16,000

US\$12,000 - 18,000

Provenance

The Carroll Gallery, London.

Private collection, UK.



85^{AR}

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

Reading in the sun

bears a signature (lower left)

oil on canvas

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

£12,000 - 18,000

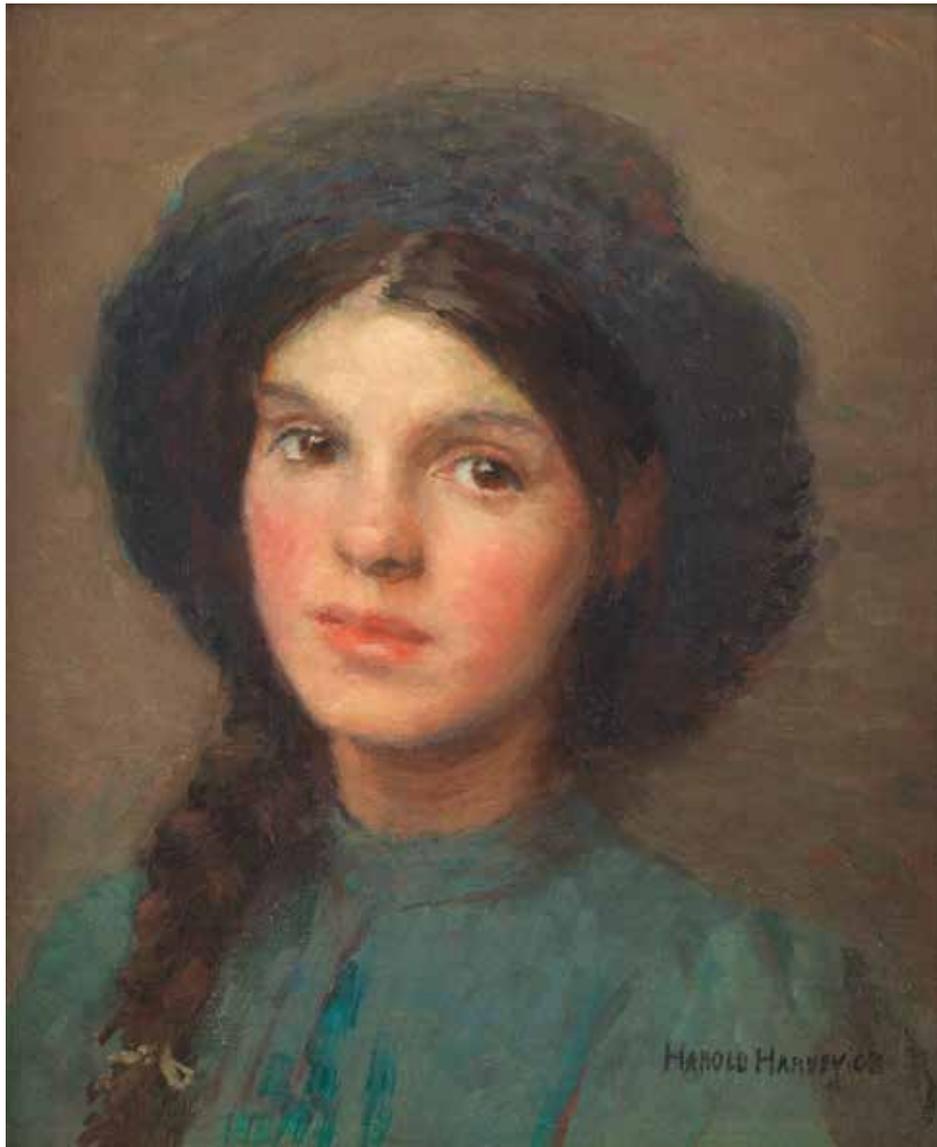
€13,000 - 19,000

US\$15,000 - 22,000

Provenance

Ryman & Co. Ltd., Oxford (according to a label on the reverse).

Private collection, UK.



86

HAROLD HARVEY (BRITISH, 1874-1941)

The blue beret

signed and dated 'HAROLD HARVEY.08' (lower right)

oil on canvas

30.5 x 25.5cm (12 x 10 1/16in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Anon. sale, Christie's, London, 12 June 1986, lot 87.

Richard Green Gallery, London.

Private collection, UK.

The present lot is listed in Peter Risdon's online catalogue of Harold Harvey's work, as *Portrait of a girl*, www.haroldharvey.info.

87

HAROLD HARVEY (BRITISH, 1874-1941)

Tulip pickers

signed and dated 'Harold Harvey/26' (lower left)

oil on canvas

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

£60,000 - 80,000

€65,000 - 87,000

US\$73,000 - 97,000

Provenance

Anon. sale, Christie's, London, 5 March 1976, lot 79.

Private collection.

Anon. sale, Sotheby's, London, 23 May, 2013, lot 35.

Private collection, UK.

Literature

Kenneth McConkey et al, *Harold Harvey, Painter of Cornwall*, Clifton, 2001, p. 155, no. 367.

During the 1920s, Harold Harvey painted a number of studies of women working in the fields, such as *The Flower Gatherers* (1925), *Iris Gatherers* (1925), *Iris pickers* (1926, sold in these rooms 2 March 2016, lot 92) and *The Bracken Carriers* (1927). The present lot is most closely related to *The Donkey Meadow* (1924), which featured on the cover of the monogram on Harold Harvey published in 2001 to coincide with the major exhibition of Harvey's work at Penlee House Museum and Gallery, Penzance.

Caroline Fox notes that Harvey's 'best work expresses a true joy in the countryside and a real understanding of the movements and gestures of the men, women and children he so often depicted'¹, an observation that is brilliantly demonstrated in the present lot. By contrast to the close-up perspective of *Iris pickers*, where there is no horizon to distract from the field of flowers, here, as with *The Donkey Meadow*, Harvey draws out his composition, showing the coastal town of Penzance beyond, with the patchwork of fields beyond the town harmonising with the colours of the tulips that the women are crouching to collect.

The present lot is listed in Peter Risdon's online catalogue of Harold Harvey's work, www.haroldharvey.info.

¹ Caroline Fox, *Stanhope Forbes and the Newlyn School*, Newton Abbot, 1997, p. 75.





88 AR

**PHILIP CONNARD RA, RWS, NEAC, NPS, IS
(BRITISH, 1875-1958)**

Putney Heath

signed 'CONNARD' (lower right); signed and inscribed 'Philip Connard/
Old Court/Chelsea SW3' (on an old label attached to the stretcher)

oil on canvas

71 x 91.5cm (27 15/16 x 36in).

£7,000 - 10,000

€7,600 - 11,000

US\$8,500 - 12,000

Exhibited

London, Royal Academy, 1925, no. 146.

Literature

Royal Academy Illustrated, 1925, p. 89.

The present lot was exhibited alongside Connard's diploma work
Apollo and Daphne, which marked the artist's election to full Royal
Academician.



89

**JOSEPH EDWARD SOUTHALL, RWS, NEAC, RBSA
(BRITISH, 1861-1944)**

San Giorgio Maggiore, Venice
signed with monogram and dated '1921' (lower right)
watercolour over traces of pencil
26 x 36cm (10 1/4 x 14 3/16in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

The Fine Art Society Ltd., London, March 1964.
Private collection, UK.

Literature

Adrian Bury (ed), *The Old Water-colour Society's Club: Twenty-Fourth Annual Volume*, 1946, plate XVI (according to a label on the reverse).

For a similar composition, see *Joseph Southall, Artist-Craftsman*, Birmingham Museums & Art Gallery, exhibition catalogue, 1980, p. 72 (illustrated in black and white).



A sketch for the present lot, sold in these rooms, 15 July 2008, lot 22.



90

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

Evening on the highway

signed and dated 'Stanhope A. Forbes./1938.' (lower right)

oil on canvas

61 x 76.5cm (24 x 30 1/8in).

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

Provenance

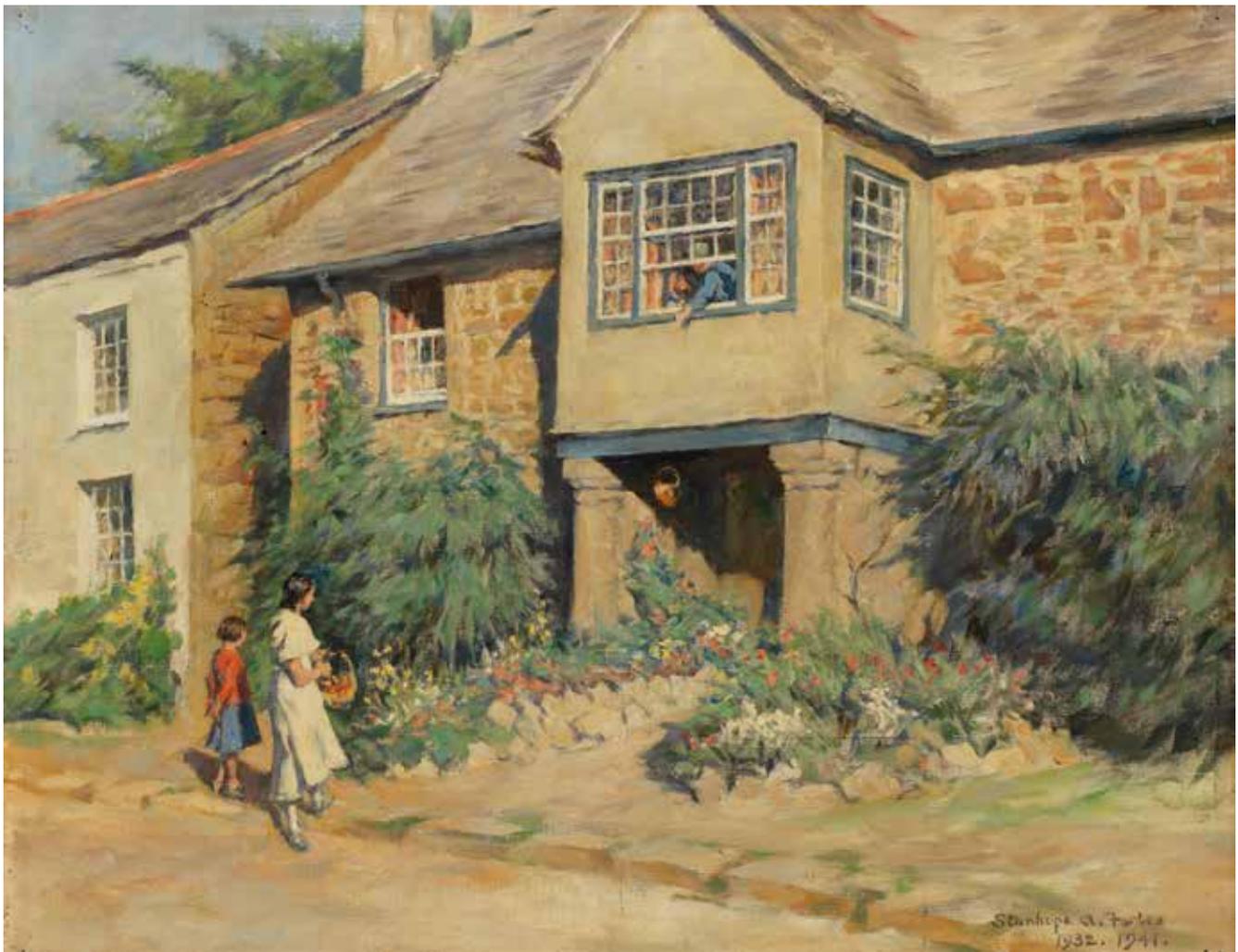
Private collection, UK.

Exhibited

London, Royal Academy, 1939, no. 412.

Literature

Royal Academy Illustrated, 1939, p. 22.



91

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

Sir Walter Raleigh's House at Mitchell, Cornwall
signed and dated 'Stanhope A. Forbes/1932.' (lower right); additionally
dated '1941.' (lower right)
oil on canvas
51 x 63.5cm (20 1/16 x 25in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Private collection, UK

Exhibited

London, Royal Academy, 1933, no. 597.
Bournemouth, Russell Cotes Art Gallery, *Exhibition of Works by
Eminent Living Artists*, March - June 1945.

Literature

Royal Academy Illustrated, 1933, p. 56 (with 1932 date only).
Homes & Gardens, front cover, Volume 15, 1933, & discussed on
p. 286.



Fond memory tells of the beauty of line and colour seen daily during the warmer months from my painting hut on the Cornish coast. In a private spot my young friends and hired models swam and dived in the deep pools at low tide or lay in repose on the rocks. How holy is the human body when bare of other than the sun.

- Laura Knight, *The Magic of a Line*, London, 1965, p. 140

92 AR

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

The Bather

signed 'Laura Knight' (lower right)

oil on canvas

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

£40,000 - 60,000

€43,000 - 65,000

US\$49,000 - 73,000

Provenance

Property of a deceased's estate.

The period of time that Laura Knight spent in Cornwall, from 1907-1918 saw a maturation in her style. As Caroline Fox observes, 'inspired by the beauty and light of West Cornwall, encouraged by the support of fellow artists, and for the first time enjoying an active social life... her art blossomed, showing a greater awareness of light, the use of bright colour and freer, more vigorous brushwork.'¹

Beginning to enjoy success at the Royal Academy with works such as *Boys* and *Flying a Kite* (both RA, 1910, nos. 360 and 712), and buoyed with confidence, Knight began to paint more female figure studies, often naked, commencing what she referred to as

'an intensive study covering many years- that of the nude figure in its natural surroundings.'² As Caroline Fox observes, Knight was 'establishing a new precedent. It had previously been unknown for a woman to paint a female nude out of doors'.³ The figure is possibly one of Jessica Heaths daughters, Aileen, who is depicted in several of Knight's seashore rock pool scenes, namely *Bathing* and *The Bathing Pool*, both painted circa 1912.

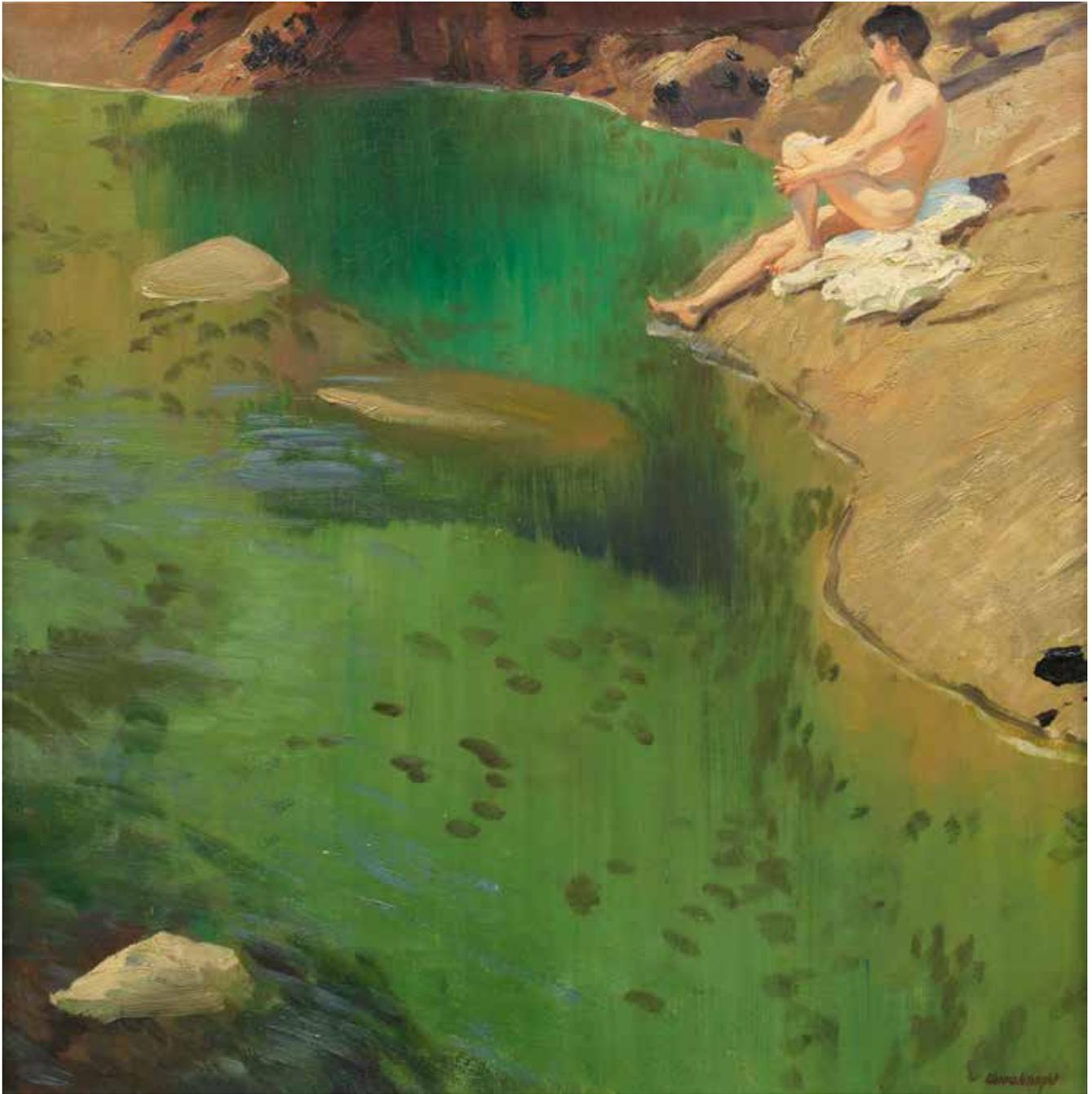
Possibly painted at the rock pools beneath the cliffs at Lamorna, where the Knights kept a studio long after leaving Cornwall in 1918, in the present lot the artist places the figure in the corner of the composition, allowing the blues and greens of the tranquil waters to dominate the plane. Knight employs this compositional technique in a number of Cornish coastal works, such as *Two girls on a Cliff*, *Lamorna Cove* and *On the Cliffs*.

This work will be included in the Laura Knight *catalogue raisonné* currently in preparation by Mr R. John Croft FCA. We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Caroline Fox, *Dame Laura Knight*, Oxford, 1988, p. 25.

² Laura Knight, *The Magic of a Line*, London, 1965, p. 140.

³ Fox, 1988, p. 34.



93

HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

The Lighthouse

signed and dated 'H. S. TUKE. 1919' (lower right); signed and inscribed 'H. S. Tuke R.A R.W.S/Swanpool/Falmouth' (on an old label attached to the stretcher)

oil on canvas

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

£60,000 - 80,000

€65,000 - 87,000

US\$73,000 - 97,000

Listed in the Tuke register, R951.

Provenance

Tuke Studio sale, 1929.

Whitfoord Family Collection (acquired from the above sale).

Thence by descent.

Messum's Fine Art, Marlow.

Private collection, UK (acquired from the above 8 March 2001).

Exhibited

London, Royal Academy, 1921, no. 412.

Glasgow, Glasgow Institute, 1921.

London, Grosvenor Galleries, 1923.

Literature

Royal Academy Illustrated, 1921, p. 98.

Catherine Wallace, *Catching the Light: The Art and Life of Henry Scott Tuke 1858-1929*, Edinburgh, 2008, p. 127 (illustrated in colour).

The figure in the present lot, Charlie Mitchell, was Tuke's chief boat handler and one of the artist's most regular models. Catherine Wallace describes the work as 'one of [Tuke's] most sensual and almost celebratory oil paintings of Charlie Mitchell's back'. Wallace also notes that 'the title comes from St Anthony's Lighthouse, which can just be seen in the far distance.'¹

¹ Catherine Wallace, *Catching the Light: The Art and Life of Henry Scott Tuke 1858-1929*, Edinburgh, 2008, p. 127.



94

HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

Looking out to sea

signed and dated 'H. S. TUKE. 1927' (lower left)

oil on panel

30.5 x 20cm (12 x 7 7/8in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Messum's Fine Art, Marlow.

Private collection, UK (acquired from the above 1 May 2007).





95 AR

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

The Yacht Basin, Ostend
 signed and dated 'Edward Seago 50' (lower left); bears title (on the reverse)
 oil on board
 30.5 x 40.7cm (12 x 16in).
 to be sold with three books by the artist, as well as a Christmas card.
 (5)

£15,000 - 20,000
€16,000 - 22,000
US\$18,000 - 24,000

Provenance

H. T. Percival Collection, UK (gifted by the artist in 1956).
 Thence by descent.

The present lot, painted at Ostend in 1950, has been in the same private collection since it was gifted to Seago's friend and sailing companion H. T. 'Perci' Percival. A newspaper clipping titled 'Broads craft cruising in Dutch waters' spoke of Percival and Seago, noting 'Last week Mr. H.T. Percival assisted Mr. Edward Seago with *Capricorn* across to the Hook....and thus three boats from Horning are cruising Dutch waterways this week...Broadland is well represented across the water'.

Accompanying the lot are three books by Seago, two of them inscribed by him: 'To Perci/With gratitude from the 'master' of *Capricorn*/April 1956' and 'To 'Percy'/To mark the crossing!/With best wishes/From Ted/September 1949'. The books are as follows: Edward Seago, *High Endeavours*, Collins, 28 Pall Mall London, 1944; Edward Seago, *Timeline – the Ebb and Flow of Memory and Experience*, Collins, St James Place London, 1948; and Edward Seago, *With Capricorn to Paris*, Collins, St James Place London, 1956. There is also a Christmas Card from 'Ted and Peter' addressed to the original owners of the present lot.

Seago was extremely fond of his second boat *Capricorn*, named for the month of December when she was registered, 'seeking further information about those born under *Capricorn* I learn that they are headstrong and of brave heart. My *Capricorn* is both of these'.¹ In the present lot, *Capricorn's* green hull is identifiable, although the colour was problematic for Seago. He would paint *Capricorn* every year, and the blue-green mixed was never quite the same shade. 'Last year, I remember, when we were painting *Capricorn*, it seemed that we were coating her in a sickly shade of khaki, and it dried as a pale blue. Also the hull takes on so many reflected lights from the water that it becomes extremely difficult to tell the exact shade of the paint'.²

Seago, beyond his beloved Norfolk, had a yearning for the light and landscape of other destinations which his boat and companions enabled, '...my desire to depict light and atmosphere in landscape has led me to other surroundings'. In particular he notes being drawn to Italy, France, Portugal and 'the quieter greys of Holland'.³

¹ Edward Seago, *With Capricorn to Paris*, London, 1956, p. 15.
² Seago, 1956, p. 19.
³ Seago, 1956, p. 11.





96 AR

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

A Corner of the Inner Basin, Ostend
signed and dated 'Edward Seago/50' (lower left); bears title (on the reverse)

oil on board

30.5 x 40.6cm (12 x 16in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Provenance

The Seago Trust.

Thomas Gibson Fine Art Ltd., London.

John Noott Galleries, Broadway.

Private collection, UK (acquired from the above 4 December 1993).

Exhibited

Broadway, John Noott Galleries, *Edward Seago, France and the Low Countries*, 27 November - 12 December 1993, no. 25.



97 AR

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

Bacalhau schooners drying sails on The Tagus
signed 'Edward Seago' (lower left); bears title
(in pencil, on the stretcher)

oil on canvas

66.5 x 91.5cm (26 3/16 x 36in).

£20,000 - 30,000

€22,000 - 32,000

US\$24,000 - 36,000

Provenance

Frost and Reed, London.



98 AR

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

Ponte Sant'Angelo, Rome

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

oil on board

50.8 x 76.2cm (20 x 30in).

£8,000 - 12,000

€8,700 - 13,000

US\$9,700 - 15,000

Provenance

Frost and Reed, London.

W. Russell Button Gallery, Chicago.

Private collection, US.

Acquired from the above by the present owner.

Edward Seago visited Rome in 1955, 1957 and 1958. Ponte Sant'Angelo, depicted in the present lot, and Ponte Vittorio Emanuele II were of particular interest to Seago, notably for their curvilinear structures. He was equally influenced by the aged grandeur and monumental architecture of the Italian capital and whilst there, also captured St Peter's Cathedral, Temple of Saturn, Roman Forum and the Fontana di Trevi.¹

¹ James W. Reid, *Edward Seago, The Landscape Art*, London, 1991, p. 194.



99 AR

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

The Fish Market, Venice
signed 'Edward Seago' (lower left)
oil on board
45.7 x 61cm (18 x 24in).

£7,000 - 10,000

€7,600 - 11,000

US\$8,500 - 12,000

Provenance

P. & D. Colnaghi & Co. Ltd., London.
Property of a deceased's estate.



100



101

100 ^{AR}

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

Poplars on Horning Reach

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

oil on board

28 x 40.5cm (11 x 15 15/16in).

£6,000 - 8,000

€6,500 - 8,700

US\$7,300 - 9,700

Provenance

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

Thompson's Gallery, Suffolk.

Private collection, UK.

101 ^{AR}

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

A Norfolk landscape

signed 'Edward Seago' (lower left)

oil on board

26 x 40.7cm (10 1/4 x 16in).

£5,000 - 7,000

€5,400 - 7,600

US\$6,100 - 8,500

Provenance

Property of a deceased's estate.



102 ^{AR}

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

Pink Phlox

signed 'Edward Seago' (lower left)

oil on board

40.6 x 50.8cm (16 x 20in).

£12,000 - 18,000

€13,000 - 19,000

US\$15,000 - 22,000

Provenance

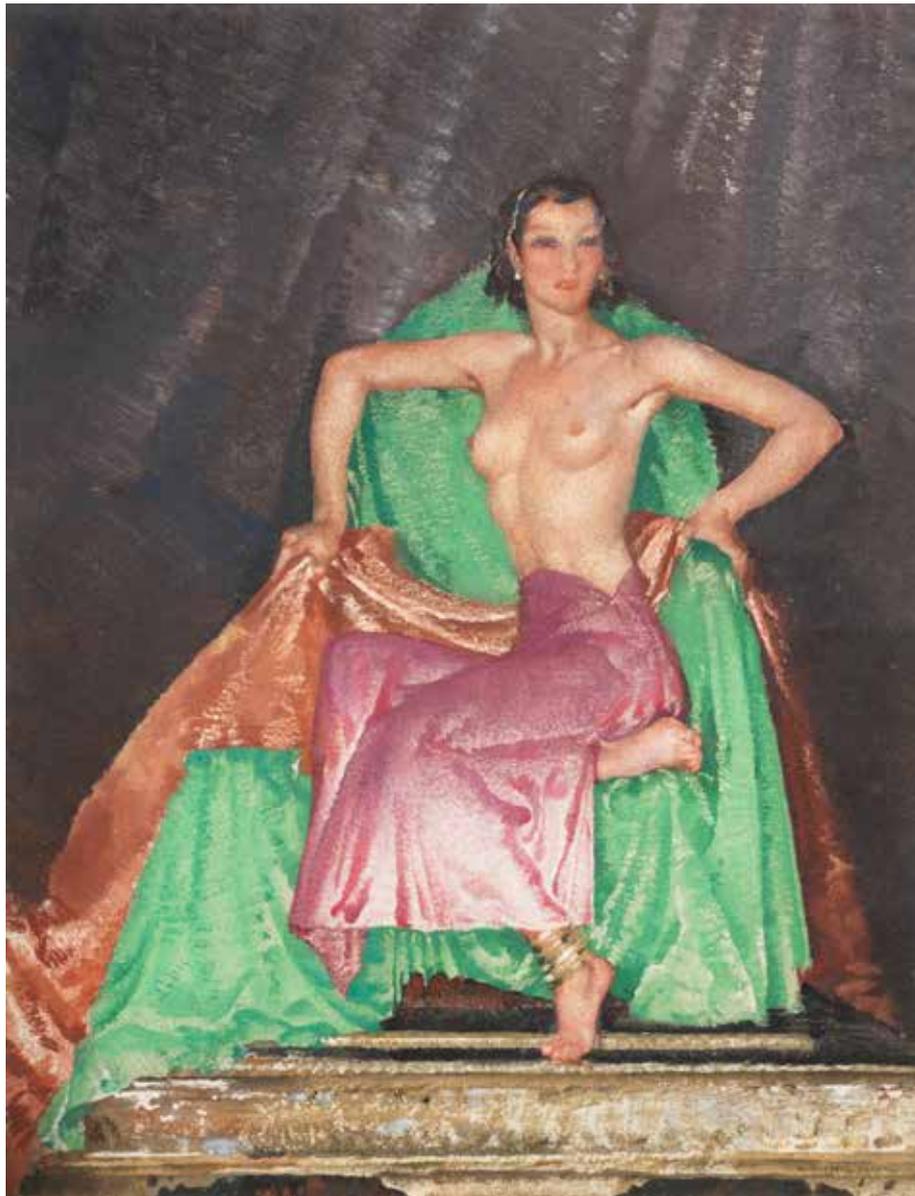
Spink & Son Ltd., London.

Private collection, UK (acquired from the above 16 November 1994).

Exhibited

London, Spink & Son Ltd., *Edward Seago 1910-1974 An exhibition of Pictures from the Artist's Estate*, 2 - 25 November 1994, no. 20.

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.



103 AR

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

Cojita

signed 'W. RUSSELL FLINT.' (lower right); signed and inscribed
'Cojita/W Russell Flint/Peel Cottage/80 Peel Street/Campden Hill/W8'
(on a fragment of the original backboard attached to the reverse)

tempera

36.8 x 28.5cm (14 1/2 x 11 1/4in).

£10,000 - 15,000

€11,000 - 16,000

US\$12,000 - 18,000

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*, and to all persons participating in the auction process including auction attendees, *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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity

will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*' reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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

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

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

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- + *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
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 issued in the name of the *Buyer* (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 issued in the name of the *Buyer* (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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

13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
 TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
 W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
 Δ Wines lying in Bond.
 AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
4.1	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.3	You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4.2	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.4	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
5 RISK, PROPERTY AND TITLE					
5.1	Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	7.5	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .		
		7.6	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.				
6 PAYMENT					
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .				
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.				
7 COLLECTION OF THE LOT					
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.				
		8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
		8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;		
		8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9	THE SELLER'S LIABILITY
		8.1.3	to retain possession of the <i>Lot</i> ;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
		8.1.4	to remove and store the <i>Lot</i> at your expense;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
		8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
		8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
		8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		

<p>9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i>, <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;</p>	<p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p> <p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> and to its officers, employees and agents.</p>	<p>1 THE CONTRACT</p> <p>1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i>, being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i>.</p> <p>1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i>, printed in the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>
<p>9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i>, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.</p>	<p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p> <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p> <p>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.</p> <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p> <p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p>	<p>1.3 Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i>.</p> <p>1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i>, unless <i>Bonhams</i> sells the <i>Lot</i> as principal.</p>
<p>9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.</p>	<p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams</i>, <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.</p>	<p>1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p> <p>1.5.1 we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;</p> <p>1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;</p>
<p>10 MISCELLANEOUS</p>	<p>11 GOVERNING LAW</p>	<p>1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.</p> <p>1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i>, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p>
<p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p>	<p>All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.</p>	<p>2 PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>
<p>10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i>.</p> <p>10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.</p>	<p>APPENDIX 2</p> <p>BUYER'S AGREEMENT WITH BONHAMS</p> <p>IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.</p>	<p>3 PAYMENT AND BUYER WARRANTIES</p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p> <p>3.1.1 the <i>Purchase Price</i> for the <i>Lot</i>;</p>
<p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p>		

3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.3	funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
3.1.3	if the <i>Lot</i> is marked [AR], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i> .	3.10.4	items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.5	that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.	5	STORING THE LOT
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.11	We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
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.	4	COLLECTION OF THE LOT	6	RESPONSIBILITY FOR THE LOT
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i> .	4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.	6.1	Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	6.2	Please note however, that under the <i>Contract for Sale</i> , the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .	4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .	7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.1	to terminate this agreement immediately for your breach of contract;
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.	7.1.2		7.1.2	to retain possession of the <i>Lot</i> ;
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.	7.1.3		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;
3.10	Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:	7.1.4		7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;
3.10.1	you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all		
3.10.2	your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;				

7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so that you might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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" Any person considering, attempting or making a Bid, including those who have 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 treaty).

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer’s quiet possession of the goods, namely:
 - (a) the seller;
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£10 - 200by 10s	£10,000 - 20,000by 1,000s												
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Customer Number	Title												
First Name	Last Name												
Company name (to be invoiced if applicable)													
Address													
City	County / State												
Post / Zip code	Country												
Telephone mobile	Telephone daytime												
Telephone evening	Fax												
Preferred number(s) in order for Telephone Bidding (inc. country code)													
E-mail (in capitals)													
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.													
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>												
If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>	Please tick if you have registered with us before <input type="checkbox"/>												

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Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

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UK/05/19



Harold Harau



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