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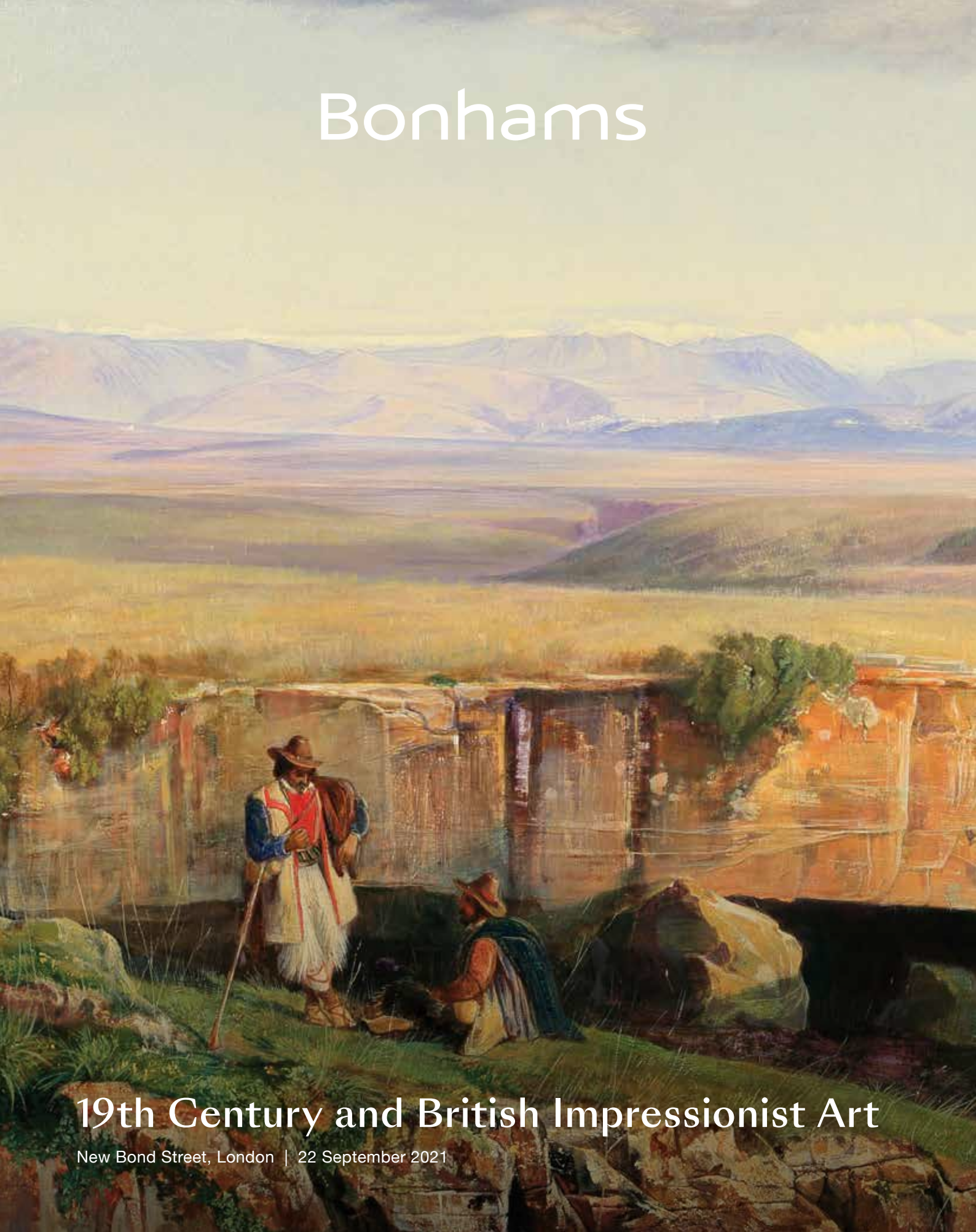

19th Century and British Impressionist Art

New Bond Street, London | 22 September 2021

19th Century and British Impressionist Art

New Bond Street, London | Wednesday 22 September 2021 at 2pm

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Lots 1 - 89

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All sold lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP on Thursday 23 September 2021 & will be available for collection from 12pm Friday 24 September 2021 and then every working day between 9.30am and 4.30pm by appointment only

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Storage will be free of charge for the first 14 calendar days from & including the sale date Wednesday 22 September 2021. Charges will apply from 9am Wednesday 6 October 2021.

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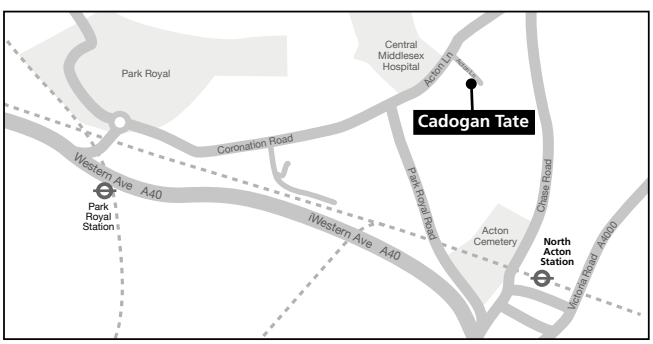
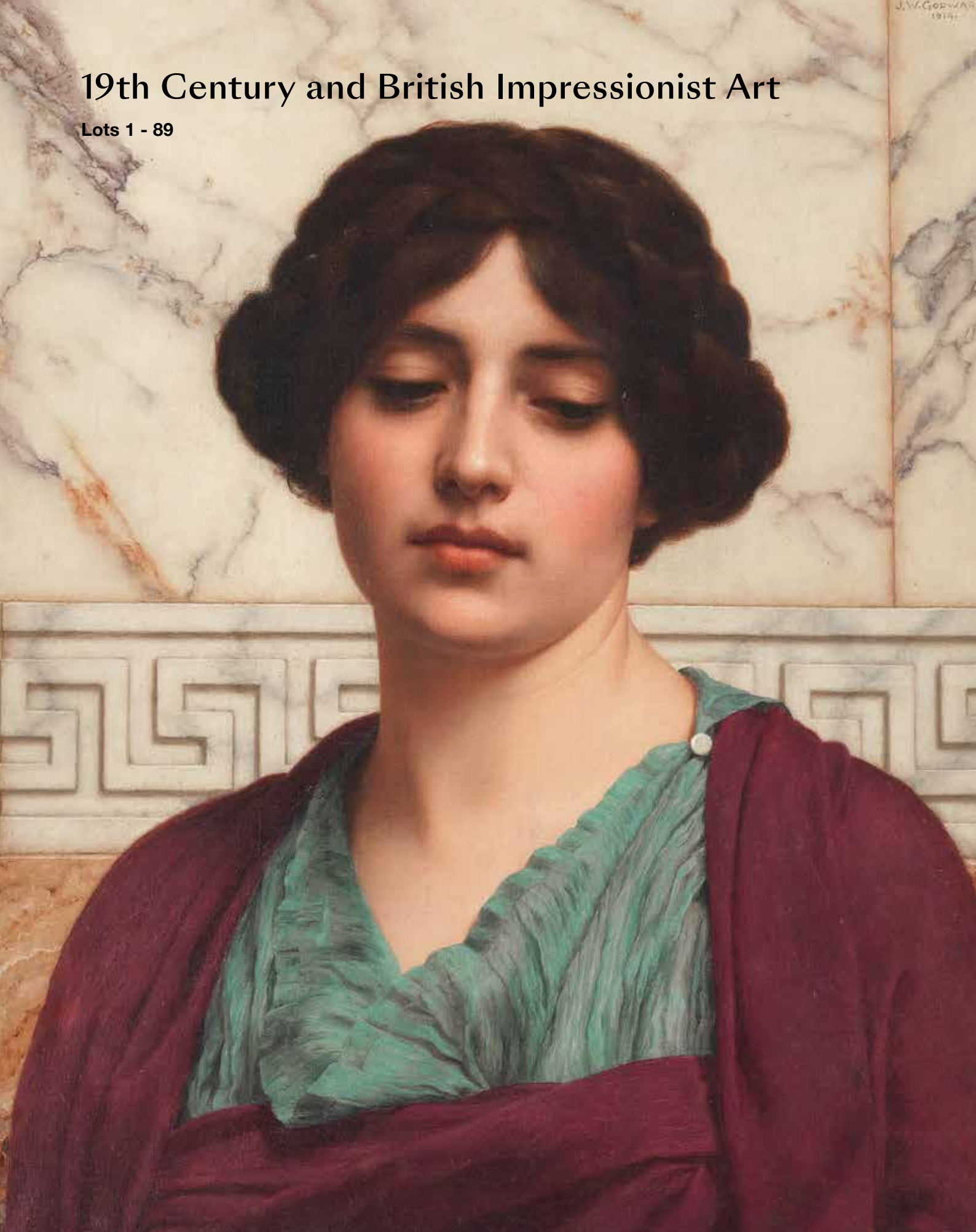


19th Century and British Impressionist Art

Lots 1 - 89



1
ANTONIETTA BRANDEIS (CZECH, 1849-1926)
Palazzo Vendramin-Calergi, Venice
signed 'ABrandeis.' (lower right)
oil on board
16.5 x 23cm (6 1/2 x 9 1/16in).

£5,000 - 8,000
€5,900 - 9,400
US$7,000 - 11,000

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

2
ANTONIETTA BRANDEIS (CZECH, 1849-1926)
Le Ponte de Paradiso, Venice
signed 'ABrandeis' (lower right)
oil on panel
25 x 15.5cm (9 13/16 x 6 1/8in).

£3,000 - 5,000
€3,500 - 5,900
US$4,200 - 7,000

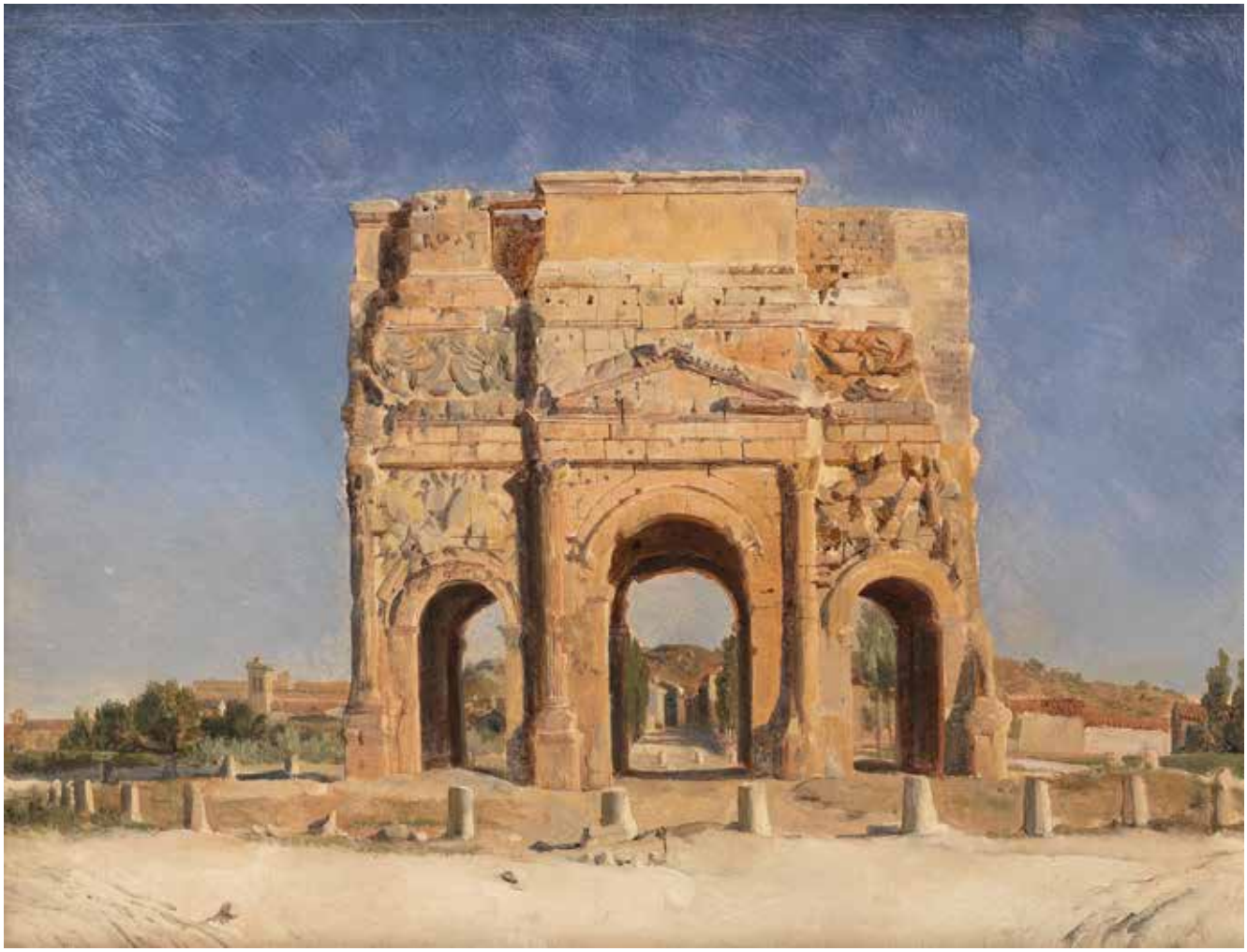
3
ANTONIETTA BRANDEIS (CZECH, 1849-1926)
Gondola in front of the Rialto Bridge
signed with monogram 'AB.' (lower left)
oil on panel
25 x 13.5cm (9 13/16 x 5 5/16in).

£4,000 - 6,000
€4,700 - 7,000
US$5,600 - 8,400

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

4
ANTONIETTA BRANDEIS (CZECH, 1849-1926)
The courtyard of the Palazzo Vecchio, Florence
signed 'ABrandeis.' (lower left)
oil on board
16.5 x 23.5cm (6 1/2 x 9 1/4in).

£4,000 - 6,000
€4,700 - 7,000
US$5,600 - 8,400



PROPERTY FROM AN IMPORTANT CORPORATE COLLECTION, LOTS 5-8.

5 †
ALPHONSE HENRI PERIN (FRENCH, 1798-1874)
Vue de l'Arc romain d'Orange
oil on paper laid on canvas
34 x 43cm (13 3/8 x 16 15/16in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

Literature
Minorco Collection, Paintings & Drawings from the 18th & 19th Centuries catalogue, 1998, no. 17, ill. p. 42.

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

6 †
PROSPER FRANÇOIS IRÉNÉE BARRIGUES DE FONTAINIEU
(PORTUGUESE/FRENCH, 1760-1850)
Vue d'un palais en Italie
oil on paper laid down on canvas
33 x 47cm (13 x 18 1/2in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Literature
Minorco Collection, Paintings & Drawings from the 18th & 19th Centuries catalogue, 1998, no. 7, ill. p. 25.

7 †
JULES LOUIS PHILIPPE COIGNET (FRENCH, 1798-1860)
Vue de Grottaferrata
signed 'J. Coignet' (lower right)
oil on canvas
43.5 x 59.5cm (17 1/8 x 23 7/16in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Literature
Minorco Collection, Paintings & Drawings from the 18th & 19th Centuries catalogue, 1998, no. 14.

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.

8 †
JULES LOUIS PHILIPPE COIGNET (FRENCH, 1798-1860)
Paysage rocheux animé de personnages sur un chemin
oil on paper laid down on canvas
26 x 42cm (10 1/4 x 16 9/16in).

£5,000 - 7,000
€5,900 - 8,200
US$7,000 - 9,800

Literature
Minorco Collection, Paintings & Drawings from the 18th & 19th Centuries catalogue, 1998, no. 15.

9
CHARLES OCTAVE BLANCHARD (FRENCH, 1814-1842)
Portrait of a girl half length, a landscape beyond
signed, inscribed and dated 'Octave Blanchard/Roma 1837' (lower right)
oil on canvas
61.5 x 51cm (24 3/16 x 20 1/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Provenance
The Marquis d'Aligre, France.
Thence by descent.
Private collection, UK.

The present lot is an arresting portrait by an artist who died tragically young. Born in Brest, in North-West France in 1814, the son of a Naval storekeeper, Blanchard attended the École des Beaux-Arts in Paris alongside Dominique Paperty and Jean Murat.

By 1836, Blanchard was studying at the prestigious French Academy in Rome, housed at the Villa Medici. Jean-Auguste-Dominique Ingres was Director of the Academy during this period and was known to have an active involvement in the training of his students.

Much of Blanchard's known works were Academic and Religious subjects. In 1836, the artist was awarded Second Grand Prix de Rome for his biblical painting *Le Frappement du Rocher* (Beaux-Arts de Paris); in the same year the artist also completed *Tobie guérissant son père en présence de l'ange* (Musée des beaux-arts de Bordeaux).

Blanchard's small *oeuvre* also included portraiture, most notably a portrait of the composer Charles Gounod, painted in 1841 (Musée de la vie romantique, Hôtel Scheffer-Renan, Paris, see fig 1.). Gonoud, a great friend of Ingres, had won the Prix de Rome for composition in 1839, which was awarded with two year's subsidised study at the French Academy in Rome. A self-portrait from 1841 is also in the collection of the Musée de la vie romantique, Hôtel Scheffer-Renan, Paris.

Blanchard later returned to Paris, where he died, aged just 27, in 1842. In the present lot, the girl's headdress suggests she might be from Ciociara, an area in the Lazio region of Italy, south of Rome.

Passing through the family of the Marquis d'Aligre down to the present owner, the earlier history of the painting is not known. There is an inscription on the reverse of the canvas, which reads 'M. Renouard/à Paris'. Perhaps this is a reference to the Parisian book dealer Jules Renouard (1798-1854), or indeed the print seller and publisher Antoine-Augustin Renouard (1767-1853).

Fig. 1
Charles Octave Blanchard, Portrait of the composer Charles Gounod (1818-1893). (Musée de la Vie romantique, Paris.)

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10
SAMUEL PALMER (BRITISH, 1805-1881)
Porta di Posillipo and the Bay of Baiae, Italy, Ischia
and Misenum beyond
pencil, watercolour and gum arabic heightened with white
19 x 41cm (7 1/2 x 16 1/8in).
Executed *circa* 1838.

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Provenance
G.D.Harvey-Samuel, acquired *circa* 1930.
Thence by descent through the family.

'Every landscape painter should see Italy. It enlarges his idea of creation...he sees the sun and air as fresh as from the hand of their maker'

- (Letter from Samuel Palmer to Elizabeth Linnell, 14 July 1838)

Samuel Palmer was one of the most innovative and influential British watercolourists. He was largely self-taught and encouraged to experiment in art by his future father-in-law John Linnell, as well as his close friend William Blake.

The present lot is a variation of the larger watercolour listed by Raymond Lister as the work exhibited at the Royal Society of Painters in Watercolours in 1843, no. 304, *The Bay of Baiae*, 19 x 40.9 cm.[1]. Palmer married Hannah Linnell in September 1837; in early October the couple travelled to Italy for their honeymoon. Palmer painted a series of Italian views both during and after this travels in Italy, which included a visit to Naples in 1848. In a letter to George and Julia Richmond, dated 16 September 1838, the artist wrote: 'I secured a large drawing of Naples - a smaller of the same, also a large view of Baie...' and in a letter dated 9 October 1838 to John Linnell, Palmer noted how, 'We are on the slope of Baiae and I ascertained from Siga. Vianellis details that there are two first-rate views of Baiae from the hill above us'[2].

Palmer's art was influenced and transformed by this trip. The warm light of the South of Italy translated in a more vibrant palette that characterises his work of the period making it extremely sought after.

[1] R. Lister, *Catalogue Raisonée of the Works of Samuel Palmer* Cambridge, 1988, p. 147, no. 416, illustrated, as *Ponta di Posillipo and the Bay of Baiae with Ischia and the Promontory of Misenum*.
[2] R. Lister, *The Letters of Samuel Palmer*, Oxford, 1974, I, pp. 189-90.

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.

'The Elements- trees, clouds, &c.,-silence... seem to have far more part with me or I with them, than mankind.'

- (Edward Lear, 1862, quoted in Vivien Noakes, *The Painter Edward Lear*, 1991, p. 8)

Edward Lear travelled to Rome for the first time in December 1837, and he spent most of his time in the city until 1848, returning subsequently in the winters of 1859-60, 1871 and 1877. Each summer the artist would spend time exploring other parts of Italy. Lear started painting in oil in 1838. His compositions were mostly created in his studio starting from his travel sketchbooks, as per the present lots.

The artist was fascinated by the beauty and force of nature that led him to create the most poetic of views and landscapes. Rome and its surroundings acted as a great source of inspiration for Lear and lead him to the creation of his first travel book, *Views in Rome and its environs*, published in 1841.

The present lots were painted starting from sketches made by Lear on the spot in the tufa quarries of Cervara, east of Rome, during winter 1859-60. He wrote 'there is a charm about this Campagna when it becomes all purple & gold, which it is difficult to tear one's self from. Thus-climate & beauty of atmosphere regain their hold on the mind-pen & pencil'[1]

The present and subsequent lots were painted for Walter Congreve Esq., a friend and neighbour of Lear in San Remo, where the artist lived from 1870. Congreve sold Lear a plot adjacent to that of his Villa on which to build the first house the painter owned, Villa Emily. Congreve was the British Vice-Consul in San Remo from 1873 to 1885.

[1] Edward Lear, Letter to Ann, 27 March 1848.

Fig. 1

11 *
EDWARD LEAR (BRITISH, 1812-1888)
The Campagna di Roma taken from Cervara
signed with monogram (lower left); signed, inscribed and dated 'The Campagna di Roma taken from... of Cervara,/looking East to the Sabine Hills/Painted from drawings made on the spot in 1859, 1860; and completed by me for/ Walter Congreve Esq. in 1871/ Edward Lear/ San Remo' (on a label on the reverse)
oil on canvas
65 x 129.5cm (25 9/16 x 51in).

£30,000 - 50,000
€35,000 - 59,000
US$42,000 - 70,000

Provenance
Commissioned directly from the artist by Walter Congreve Esq., San Remo.

Literature
Edward Lear, *List of Pictures Painted, 1840-1877*, no. 240, as: *Campagna di Roma. Quarries of Cerbara*.

A watercolour by Lear of this same area was sold in these rooms in 2014 (Bonhams Knightsbridge, 9 September 2014, lot 31, see fig 1).

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.

Edward Lear, *circa* 1862

12 *

EDWARD LEAR (BRITISH, 1812-1888)

The Campagna di Roma

signed with monogram (lower left); further signed, inscribed and dated 'The Campagna di Roma. Taken from the Quarries of Cerbara, looking/ South-East towards the Volscian Hills & Alban Mount./ Commenced by me from drawings made on the spot in 1859-1860 & completed/for Walter Congreve Esq. in 1871/ Edward Lear./ San Remo/ June 18.1871'
(on a label on the reverse)
oil on canvas
65 x 129.5cm (25 9/16 x 51in).

£20,000 - 30,000
€23,000 - 35,000
US$28,000 - 42,000

Provenance
Commissioned directly from the artist by Walter Congreve Esq., San Remo.

Literature
Edward Lear, *List of pictures painted, 1840-1877*, no. 241, as *Campagna di Roma. Quarries of Cerbara*

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.

13
WILLIAM MULREADY, RA (BRITISH, 1786-1863)
Boys playing at cricket
inscribed (on an old label on the reverse)
oil on canvas laid on panel
35.3 x 48.6cm (13 7/8 x 19 1/8in).

£8,000 - 12,000
€9,400 - 14,000
US$11,000 - 17,000

Provenance
William Horsley, 1810 cited in Mulready's Account book, 1809-10 in the National Art Library (V&A), as 'Heston, Horsley 31.10'. Probably the accomplished musician and composer, William Horsley (1774-1858).
John Gibbons, by 1848.
Mrs. Gibbons, by 1864.
The Rev. B. Gibbons, by 1890 (according to an old label on the reverse).
Colnaghi collection.
Sale, Robinson and Foster, 1941.
Acquired from the above by the grandfather of the present owner.
Thence by descent.

Exhibited
London, Royal Academy, 1813, no. 73.
London, Society of Arts, 1848, no. XXXIV, described as 'Painted in 1810'.
London, South Kensington Museum (now the V&A), 1864, no. 31.
London, Royal Academy, 1890, *Exhibition of the works by the Old Masters*, as *Landscape with old barn* (according to an old label on the reverse).

Literature
Sir Henry Cole MS, National Art Library, V&A, manuscript catalogue listing Mulready's paintings along with notes on their location, their condition, their appearance in exhibitions; thought to be in Sir Henry Cole's hand, probably assembled in preparation for the Mulready exhibition at the Society of Arts, 1848, which Cole organised.
Society of Arts, *A Catalogue of the Pictures, Drawings sketches, etc, of William Mulready, RA, 1848*, exhibition catalogue.
Athenaeum, 10 June 1848, p 584.
F. G. Stephens, 'List of Mulready's important paintings', 1890.
Kathryn Moore Heleniak, *William Mulready,* Yale, 1980, pp. 55-56, cat. no. 63, as *Boys Playing Cricket*'.

The present lot is a recent rediscovery and an exciting early 19th Century depiction of cricket. It belongs to a group of early landscapes, many now sadly lost, were painted at Heston- now Hounslow, on the site of the St. Paul's playing fields.[1].

When shown at the Society of Arts exhibition in 1848- an exhibition dedicated to Mulready's work- the present lot is listed as the property of John Gibbons (d. 1851) an iron master, who was one of the new breed of middle-class art patrons coming out of the industrial revolution, who collected contemporary British Art. Gibbons owned a number of works by Mulready, including *A Sailing Match* which he acquired directly from the artist, and a number of early landscapes. Gibbons lent a number of works to the exhibition.

Reviewing the 1848 exhibition of Mulready's work, the *Athenaeum* noted of the painting that 'the old and picturesque grey trunk of the tree which traverses the foreground [is] marvellously wrought.' [2]

[1] Kathryn Moore Heleniak, *William Mulready*, Yale, 1980, pp. 55-56.
[2]. Ibid, p. 195.

See also:
Kathryn Moore Heleniak, 'John Gibbons and William Mulready: The Relationship between a Patron and a Painter.', *The Burlington Magazine*, vol. 124, no. 948, 1982, pp. 136–141.

We are grateful to Professor Kathryn Moore Heleniak for her assistance in cataloguing this lot.

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.

14
WILLIAM ETTY, RA (BRITISH, 1789-1849)
Sabrina, from Milton's 'Comus'
'Sabrina fair, listen where thou art sitting'.
oil on canvas
63 x 78cm (24 13/16 x 30 11/16in).

£8,000 - 12,000
€9,400 - 14,000
US$11,000 - 17,000

Provenance
Purchased from the artist by Sir Francis Freeling.
Anon. sale, Christie's London, 15 April 1837, lot 79 (bt. Farrer).
The Collection of Thomas Baring M.P.
The Collection of F. E. Sidney.
Anon. sale, Christie's London, 10 December 1937, lot 35 (bt. Martin).
Anon. sale, Christie's London, 20 September 1945, lot 31 (bt. Seton).
Anon. sale, Sotheby's London, 12 March 1980, lot 79.
Property of a deceased's estate.

Exhibited
London, Royal Academy, 1831, no. 170.
London, British Institution, 1832.
Society of Arts, 1849 (CIV)
International Exhibition, 1862, no. 264.

Literature
The Examiner, 8 May 1831: 'No. 170 would make us ample amends even had his large work been wholly a failure, for a more pleasing group has rarely met our gratified eyes, nor has Mr Etty often presented us with a finer specimen of his peculiar powers. [...] They are delicious pieces both.'
The Spectator 14 May 1831: '*Sabrina* (170) is a poetical and beautiful design; though the nymph has rather too much colour for a Naiad; her foot, shown through the transparent sea-green drapery, is a pretty touch of fancy. The figure of the nymph, seen in profile, has a rather ungraceful effect, on account of the strong light thrown along the whole length of one limb.'
La Belle Assemblee, June 1831: 'Decidedly the best of Etty's pieces, this year, is his *Sabrina*, from Milton's 'Comus' (170). It is vigorous, and highly poetical.'
A. Gilchrist, *Life of William Etty*, London, 1855, vol. I, p. 323, Vol. II, p. 337.
D. Farr, *William Etty*, London, 1958, p. 153, ill. 38b. Farr records that there is also 'a later variant of the 1831 composition. There are no figures in the top right-hand corner, and the background appears to be darker. Wass also owned another version, painted in 1840 and only exhibited at the Society of Arts, 1849 (XLIII). A 'study' for Sabrina, canvas, 21 x 25 1/2, was in the Northbrook collection until 1929.'
The Arts Council Exhibition catalogue, Great Victorian Pictures, London, 1978, p. 39.
Sarah Burnage (ed), *William Etty, Art & Controversy*, London, 2011, p. 144.

The subject for the present lot is taken from Milton's epic poem 'Comus'; Sabrina, a goddess who defends the chaste and virginal, is shown to be slowly stirring, awoken by a magical song in order to rescue a virginal Lady from the lusty Comus.

As Sarah Burnage comments, when shown at the Royal Academy in 1831, the work 'won almost universal plaudits from contemporaries who appreciated the work's moral subject matter and the supposedly chaste depictions of naked female flesh'. One critic noted that it was 'impossible not to be pleased' by the work.[1].

The present lot is an earlier version of the work entitled Sabrina and her Nymphs, 1841, in the collection of the Leicester Museum and Art Gallery. The two works are very similar in terms of tone and composition, although the Leicester version omits the group of figures in the upper right corner.

As Beatrice Bertram comments, 'The water nymph Sabrina sits centrally, her bottom half covered in diaphanous drapery, gently cradling a string of white flowers. Her pose is one that Etty often replicated and is reminiscent of previous pictures (see, for instance, York's *Venus and Cupid* (c.1830). The quartet of nymphs form the focus of the image, their pale, shapely silhouettes set against a hazy, indistinct backdrop - this sketchy setting serves only to further highlight their creamy flesh, exposing the artist's groundwork, undertaken in the studio. The canvas showcases Etty's beautiful flesh tones for which he became so famous in his day. Small-scale, appealing canvases such as this attracted purchasers who appreciated the artist's mastery of colour and flesh painting.'

[1] Burnage (ed), *William Etty, Art & Controversy*, London, 2011, p. 144.

We are grateful to Dr Beatrice Bertram, Senior Curator, York Art Gallery for her assistance in cataloguing this lot.

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.

15 W

WILLIAM ETTY, RA (BRITISH, 1789-1849)

Joan of Arc, on finding the sword she had dreamt of, in the church of St. Catherine de Fierbois, devotes herself and it to the service of God and her country
oil on canvas
298 x 198cm (117 5/16 x 77 15/16in).

£15,000 - 20,000
€18,000 - 23,000
US$21,000 - 28,000

Provenance

According to Denis Farr, *William Etty,* London, 1958, the early provenance
of the present lot is as follows:

Jointly purchased from the artist by Richard Colls, William Wethered and Charles W. Wass for £2,500, 1847
Sale, William Wethered, 8 March 1856, lot 150, as *Joan of Arc finding the sword*.
Sale, William Wethered, 27 February, 1858, lot 109.
Charles Read (possibly).
Sale, 18 May 1885, lot 244, *Joan of Arc*, bought by Bolton for 20 guineas.
Sale, H. S. Ashbee, 19 November 1900, lot 85, as *Joan of Arc at the Tomb of Saint Denis*, bought by Maple for 14 guineas.
Llantarnum Abbey.

Exhibited

London, Royal Academy, 1847, no. 123.
London, Society of Artists, London, 1849, no. VII.

Engraved by Charles Wentworth Wass, 1851.

The present work formed the left panel of a triptych that stretched across nearly the entire east wall of the Great Room within the Royal Academy of Arts summer exhibition in 1847. The three works were: *Joan of Arc, on finding the sword she had dreamt of, in the church of St. Catherine de Fierbois, devotes herself and it to the service of God and her country* (no. 123, present lot), *Joan of Arc makes a sortie from the gates of Orleans, and scatters the enemies of France* (no 124, now in the collection of the Musée des Beaux-Arts d'Orléans), and *Joan of Arc, after rendering the most signal services to her Prince and people, is suffered to die a martyr in their cause*. (no. 125, location unknown).

Originally inspired by Etty's visit to Henry VII's Chapel within Westminster Abbey in 1839, the artist said that 'under the chivalric banners that hang there. Hearing the anthem sung, and looking towards the Grand Portal, I seemed to see her, in imagination.' The artist was to be haunted by this vision of Joan of Arc, so much so within weeks he had worked up the designs of his future triptych. Yet despite his impatience to create the final three large paintings of his colossal nine paintings – which included the Judith triptych, the Sirens and Ulysses, The Combat, and Benaiah – he wasn't to complete it until nearly eight years later. Beset by the increasing demands of his picture dealers, Etty was able to walk in the footsteps of his heroine by visiting France in 1843 with his friend John Woods, taking in Rouen, Paris, Orléans and Saint Denis. The 'pilgrimage' kindled his imagination as he soaked up the history of the areas, sketching as he went, and 'saw all the pictures related to her that had been done in modern times'. and set his thoughts on completing his last great works. As he himself said 'It was something to know you were on the spot where this Heroine trod, and exerted herself in the cause of her country'. It wasn't until a few years later in 1846, that Etty was able to seriously focus down on the three gigantic canvases with the aim of exhibiting them the next year. By this time, his own 'enemies' – those of a severe cough and difficulty breathing – were bearing heavily down on his efforts to complete the canvases. In that Winter, he became so obsessed with the task that he took to rising at five or six o'clock each morning in order to put in as many hours' work as possible. He was all this time reporting increasing affliction by attacks on his 'trachea, bronchial tubes, and throat – with cough and asthmatic accompaniments' and also 'rheumatism'. Yet, he rallied, 'fighting side by side by my inspiring Heroine, have [...] done wonders.'

In a letter from Etty, published in *The Fine Arts Journal*, he describes Joan of Arc as 'the Judith of modern times' with his triptych, 'like all my large pictures, point a great moral lesson to the mind'. In this case, 'the saint, the patriot, and the martyr – that heroic self-devotion to her country and her prince which has stamped her fame!'. In the first canvas, 'I suppose her to have found the sword she had seen in her dream, and invoking the inspiration from heaven which sustained her through her arduous course'. Voices had directed Joan to the church of St. Catherine de Fierbois to find a sword, to which she found the sword of Charles Martel, grandfather of Charlemagne, behind the altar. The hand raised in devotion is reminiscent of Etty's central panel for his Judith triptych exhibited at the Royal Academy in 1827 (now in a ruined state at the National Galleries Scotland) – where Judith raises her sword before beheading Holofernes. In terms of the model for Joan of Art, there is a letter dated 23 November 1845 referring to 'the young lady who so kindly sad' for the head of Joan of Arc. Gilchrist says that this young lady had first been seen in Westminster Abbey and had there struck his fancy as suitable for the head of his chosen heroine. He set his niece – Betsy – on the stranger's track, who traced her to Kensington. Eventually Etty was able to track down her father and received both his and her permission to sit, with the whole process costing him 'no small pain and embarrassment'. The young lady sat for him many times and was remembered for her remarkable 'spirit, colour and force'.

Upon exhibition at the Royal Academy, *The Times* described the expanse as 'instantly arresting the attention' upon entering the room with the 'character of the heroine under these different circumstances [...] preserved with extraordinary skill'. Etty's biographer Gilchrist stated that praise was received by 'lovers of Art, and brother Artists' alike, including Turner, Landseer and Leslie, among others'. Yet the overall Press reviews marks a mixed reaction, with the *Examiner* identifying the three paintings as the keynote to the whole exhibition, though the left panel 'except in the fine deep tone of colour that pervades it, the compartment on the spectator's left is a failure'. In reviewing the first compartment, the *Art Union* found the 'countenance shows much fervour and enthusiasm, without anything like theatrical extravagance'. This was a purposeful effect from Etty, who said in a letter that his heroine 'was not sufficiently excited' [as he] conceived her in possession of superior power'. *The Literary Gazette* noted that it was 'we think, the largest piece we ever saw in the Royal Academy [...] in the first compartment, the heroine wants dignity of person and countenance. The foreshortening from the waist downwards, makes her look short and dumpy'. However, *The London Magazine* commented that 'the sad episode of heroism [was] wonderfully told; the seizure of the sword is powerfully conceived; the grandeur of the sortie, and the devotedness of the heroine, as her charger gallops over the vanquished and slain foe; and the fervour of the dying heroine; - are all impressive beyond description. There may be defects of drawings in various points of the composition; but the colouring, especially of the flesh, is masterly; and there is a barbaric picturesqueness in the triple scene, which is a startling novelty in British art.'

Within ten days, of the work's presentation at the Royal Academy, the triptych had been purchased by C. W. Wass and Richard Colls for the mighty sum of 2,500 guineas, with designs on engraving the works for wider distribution and an ambitious, but failed, plan to tour the works around the country. Wass declared himself bankrupt in 1852; the three panels were subsequently separated and sold.

We are grateful to Dr Beatrice Bertram, Senior Curator, York Art Gallery for her assistance in cataloguing this lot.

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.

16 *
ATTRIBUTED TO JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)
The Earl of Chesterfield's 'Priam', J. Robinson up, beating Lord Exeter's 'Augustus' at Newmarket, October 1831
oil on canvas
35.6 x 48.3cm (14 x 19in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Provenance
Leggatts, London.
Private collection, UK (acquired from the above *circa* 1940s).
Property of a deceased's estate.

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.

PROPERTY FROM AN INTERNATIONAL PRIVATE COLLECTION, LOTS 17-19.

17 *
HEYWOOD HARDY (BRITISH, 1843-1933)
A visit to the blacksmith
signed 'Heywood Hardy.' (lower left)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£8,000 - 12,000
€9,400 - 14,000
US$11,000 - 17,000

Provenance
W. H. Patterson, London.

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.

18 *
HEYWOOD HARDY (BRITISH, 1843-1933)
In full cry
signed 'Heywood Hardy' (lower left)
oil on canvas
46 x 61cm (18 1/8 x 24in).

£6,000 - 8,000
€7,000 - 9,400
US$8,400 - 11,000

Provenance
W. H. Patterson, London.

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.

19 *
HEYWOOD HARDY (BRITISH, 1843-1933)
Going to the meet
signed 'Heywood Hardy' (lower right)
oil on canvas
46 x 61cm (18 1/8 x 24in).

£6,000 - 8,000
€7,000 - 9,400
US$8,400 - 11,000

Provenance
W. H. Patterson, London.

20
JOHN EMMS (BRITISH, 1843-1912)
Buckhounds at rest
signed and dated 'JNO EMMS/1899' (lower left)
oil on canvas
40.5 x 55.5cm (15 15/16 x 21 7/8in).

£15,000 - 25,000
€18,000 - 29,000
US$21,000 - 35,000

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

21
MAUD EARL (BRITISH, 1863-1943)
Three foxhounds in an interior
indistinctly signed and dated 'Maud Earl/84' (lower right)
oil on canvas
91.5 x 71cm (36 x 27 15/16in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

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

22
WILLIAM BARR (BRITISH, 1867-1933)
On the moors
signed and dated 'WBarr1893' (lower left)
oil on canvas
61 x 99.5cm (24 x 39 3/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Provenance
Anon. sale, Christie's London, 11 October 1991, lot 137.
Private collection, UK (acquired at the above sale).

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.

23
ARTHUR WARDLE, RI (BRITISH, 1864-1949)
English Setters
signed 'Arthur Wardle' (lower left)
oil on canvas
50.8 x 40.5cm (20 x 15 15/16in).

£5,000 - 7,000
€5,900 - 8,200
US$7,000 - 9,800

24
ARTHUR WARDLE, RI (BRITISH, 1864-1949)
Terriers
signed 'ArthurWardle' (lower left)
oil on canvas
40.5 x 51cm (15 15/16 x 20 1/16in).

£3,000 - 5,000
€3,500 - 5,900
US$4,200 - 7,000

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

25
ARTHUR WARDLE, RI (BRITISH, 1864-1949)
Ferreted out
signed 'ARTHUR/WARDLE' (lower right)
oil on canvas
46.5 x 61cm (18 5/16 x 24in).

£5,000 - 7,000
€5,900 - 8,200
US$7,000 - 9,800

26
ARCHIBALD THORBURN (BRITISH, 1860-1935)
Blackgame
signed and dated 'Archibald Thorburn/1902' (lower left)
watercolour and bodycolour
53.5 x 75cm (21 1/16 x 29 1/2in).

£60,000 - 80,000
€70,000 - 94,000
US$84,000 - 110,000

Provenance
The Tryon Gallery Ltd, London,1966.
Acquired from the above by the father of the present owner.
Thence by descent.

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.

27
ARCHIBALD THORBURN (BRITISH, 1860-1935)
Blackgame in a landscape
signed with initials and dated 'A.T. 1882' (lower left)
watercolour over traces of pencil, heightened with touches of white
39.5 x 49.5cm (15 9/16 x 19 1/2in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

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

28
ARCHIBALD THORBURN (BRITISH, 1860-1935)
Pheasants on the edge of a wood
signed 'A. Thorburn' (lower right)
watercolour and gouache
25 x 39cm (9 13/16 x 15 3/8in).

£4,000 - 6,000
€4,700 - 7,000
US$5,600 - 8,400

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

29
ARCHIBALD THORBURN (BRITISH, 1860-1935)
Golden Eagle in Flight
signed 'A. Thorburn' (lower right)
watercolour and bodycolour over traces of pencil
33.5 x 50.5cm (13 3/16 x 19 7/8in).

£4,000 - 6,000
€4,700 - 7,000
US$5,600 - 8,400

Provenance
Anon. sale, Christie's London, 16 May 1995, lot 123.
Private collection, UK.

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

30
ARCHIBALD THORBURN
(BRITISH, 1860-1935)
Nutcracker and Rose Coloured Starling
signed and dated 'A. Thorburn 1925'
(lower left)
watercolour and gouache
27 x 18.5cm (10 5/8 x 7 5/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

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

Literature
Archibald Thorburn, *British Birds*, London, 1925, pl. 50

31
RICHARD ANSDELL, RA (BRITISH, 1815-1885)
Harrison Blair Fishing on the Spean
signed 'R. Ansdell./.1855' (lower left)
oil on canvas
69.5 x 122.5cm (27 3/8 x 48 1/4in).

£30,000 - 50,000
€35,000 - 59,000
US$42,000 - 70,000

Provenance
Painted for Harrison Blair.
And thence by descent to the Great Grandfather of the present owner.

Exhibited
London, Leicester and Liverpool, The Arts Council of Great Britain, *British Sporting Painting 1650-1850*, 1974, no. 202.
Sotheby's, *The British Sporting Heritage. A loan exhibition of Works of Art*, 19 December 1984-18 January 1985, no. 275.

This present lot is a remarkable painting. Not least for the depiction of an unusual subject, but for the very strong provenance that accompanies it – something of a rarity these days. This is because, until now, the painting has remained in one family throughout. It originally belonged to the Godfather of the present owner's grandfather. The Godfather's great-uncle was a Mr. Harrison Blair who is depicted here fishing on the River Spean.

Mr. Harrison Blair was a great friend of the artist, Richard Ansdell – so much so that two of Ansdell's sons were named Harry Blair Ansdell. The first son died of croup in his infancy (the only Ansdell child to die) and the next born – another son – was also called Harry Blair Ansdell. He became a Printseller.

Mr. Harrison Blair (c.1812-1870) was a prominent figure in Lancashire society. He was first Chairman of Kearsley Local Board. He was also founder and Chairman of the Kearsley Gas Works and later a Magistrate and, together with his wife, a philanthropist. He was a Manufacturing Chemist at Kearsley together with Richard Ansdell's eldest son (Thomas Chester Ansdell): this probably defines the link between the two families. He was a contemporary of the artist and they became firm friends, both taking estates on the River Spean in the Highlands of Scotland.

Both gentlemen loved fishing for salmon, hence this wonderful portrait by Ansdell of his friend standing stoically in full gentleman's regalia in a pool amongst the rushing waters of the river. He is depicted as catching a fine fresh run salmon with a rod which would have been state of the art at the time – probably a "Whippy" rod of greenheart (a mahogany-type hardwood) rather than the earlier, less yielding, ash and oak. Mr. Blair is ably assisted by his gillie who is kneeling on a wet and slippery boulder gaffing the salmon before it is brought in.

Mr. Blair cuts a fine figure in his stylish clothes, grey top hat, starched wing collar and gold fob watch standing unperturbed in icy waters in (I presume) his everyday boots and stockings. He would have been in his late forties, his hair greying already. The gillie is beautifully depicted as he crouches over the boulder in his kilt, getting uncomfortably wet, jostling with the writhing salmon; his Tam O' Shanter and plaid draped over the rocks in the foreground. The salmon itself is a masterpiece of depiction.

This is a dramatic painting of a typical fast-flowing major Scottish river carving its way between banks of glowering rock with the ever-present threat of heavy rain, a hopeful touch of blue in the sky and the wheeling flocks of birds, so typical of Ansdell. The water itself is depicted with huge strength and purpose, from the tiny slants of white caught by the wind dripping off the road, to the spray dashing against the rocks and the tremendous power of the current creating eddying surf which can almost be heard. The water itself invites close and fascinating study – it is obvious that Ansdell enjoyed himself immensely when he painted this wonderful and unique study of his friend, Mr. Harrison Blair.

We are grateful to Sarah Kellam, great, great Granddaughter to Richard Ansdell RA, for compiling this catalogue entry. For more information on the artist see www.richardansdell.co.uk.

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

32
RICHARD ANSDELL, RA (BRITISH, 1815-1885)
A Spanish Encounter
A mule, a goatherd and water carrier passing through a gateway in Granada
signed with initials and dated '18 RA 65.' (lower right)
oil on canvas
112 x 91cm (44 1/8 x 35 13/16in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

Provenance
Private collection, UK.

This is a delightful picture which is so iconic of Richard Ansdell's Spanish paintings. The artist visited Spain in the late 1850's twice – once with fellow friend and Royal Academician, John Phillip, and once on his own. He, like many Victorian artists of the time, was captivated by Spain – a place which must have seemed so exotic, offering different and wonderful opportunities for the artist – all captured in a natural clear and bright light that would never have been experienced before.

Travelling in Spain at that time was not easy – the different language, currency and customs being only the first hurdle. Richard and John travelled to their chosen locations (usually in Andalucia) by mule in heavy clothes more suited to a British climate – a gentleman could never be seen under-dressed. They sent their canvases back to England via the port of Cadiz where they actually ran out of funds and had to send home for funds as indicated by this quote from one of their letters: 'Will you have the goodness to send by return of Post to Madrid £30 in circular notes?' (circular notes were one of the first forms of Travellers' Cheques).

Despite the funding situation and the constant threat of *contrabandistas*, these trips left a deep impression on Ansdell and, in the following years, he painted some very attractive Spanish scenes, using his sketches that he made on location. His Spanish paintings are always exuberant, closely observed and full of life – the present lot being a fine example. Spanish paintings gave Ansdell the excuse to paint as many animals as he could. He delighted in depicting animals and the Spanish mules and goats must have been a welcome change for him from British sheep, horses and sporting dogs.

In the present lot we see a gateway which is almost certainly in Granada at the Alhambra - one of Ansdell's favourite locations. The young goatherd has just visited a courtyard within the Alhambra that offered the all-important chance to fill up his large earthen water flagons which were so vital when he returned to the plains where he grazed his goats. He has met up with a young girl carrying reeds that she has probably collected from the local market – these reeds were used for domestic purposes, such as thatching and flooring, etc. This is no chance encounter but a brush with an old friend. He is eating a Seville orange wrapped in tissue paper – a fragment of which has fallen to the ground – and seems to be about to offer a segment to his young friend.

The artistic detail in this painting contributes to its fascination. The stance of the youth on the mule affords a perfect composition and draws the eye through the archway to the approaching girl. The blanket would be genuinely portrayed as Ansdell brought back Spanish textiles for study. We can clearly see the stick tucked into his waistband which would be used to keep the mule and goats in check on the journey home. It was not unusual to bring a few goats, nannies and kids to sell in the market, or to return with new stock. It is noteworthy here that there are at least two more goats just below the archway step that were never eventually finished. They were probably black goats like the one in the bottom left-hand corner and Ansdell may have decided that they didn't add anything to the overall composition. There is a sprig of vegetation on the handle of one of the flagons which is probably destined for another homestead. The nanny goat is helping herself to some tasty Yucca.

These are all closely-observed details that Ansdell was so noted for and they amount to a charming picture that lifts the spirits in the way that it was intended.

We are grateful to Sarah Kellam, great, great Granddaughter to Richard Ansdell RA, for compiling this catalogue entry. For more information on the artist see www.richardansdell.co.uk.

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

33
CORNELIS SPRINGER (DUTCH, 1817-1891)
Delft
signed with monogram and dated 'CS/45' (lower centre)
oil on canvas
60 x 78cm (23 5/8 x 30 11/16in).

£40,000 - 60,000
€47,000 - 70,000
US$56,000 - 84,000

Provenance
M. Newman Ltd., London.
Private collection, UK (acquired from the above, 1954).
Property of a deceased's estate.

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

34
FREDRIK MARINUS KRUSEMAN (DUTCH, 1816-1882)
Winter scene with figures skating
signed and dated 'FMKruseman. fc/1868' (lower right)
oil on canvas
50.5 x 70.5cm (19 7/8 x 27 3/4in).

£25,000 - 35,000
€29,000 - 41,000
US$35,000 - 49,000

Provenance
M. Newman Ltd., London.
Private collection, UK (acquired from the above, 1954).
Property of a deceased's estate.

For a similar compositions from 1868, see Marjan van Heteren & Jan de Meere, *Fredrik Marinus Kruseman 1816-1882, Painter of pleasing landscapes*, Schiedam, 1998, cat nos. 167 and 172, pp. 191-192 (the latter sold Christie's London, 12 June 2012, lot 333).

We are grateful to Jan de Meere for his assistance in cataloguing this lot.

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.

35
FREDRIK MARINUS KRUSEMAN (DUTCH, 1816-1882)
Winter landscape with figures near the chapel 'Notre-Dame des Affliges' at Stalle
signed and dated 'FMKruseman. fc/1869' (lower left)
oil on canvas
50.5 x 70.5cm (19 7/8 x 27 3/4in).

£20,000 - 30,000
€23,000 - 35,000
US$28,000 - 42,000

Provenance
M. Newman Ltd., London.
Private collection, UK (acquired from the above, 1955).
Property of a deceased's estate.

Literature
Marjan van Heteren & Jan de Meere, *Fredrik Marinus Kruseman 1816-1882, Painter of pleasing landscapes*, Schiedam, 1998, cat no. 177, p. 193, illustrated.

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.

PROPERTY FROM AN INTERNATIONAL PRIVATE COLLECTION, LOTS 36-41.

36 *
CHARLES HENRI JOSEPH LEICKERT (DUTCH, 1816-1907)
A winter's day at Vaarberg
signed and dated 'Ch.Leickert. f.62' (lower right)
oil on canvas
76.5 x 102cm (30 1/8 x 40 3/16in).

£20,000 - 30,000
€23,000 - 35,000
US$28,000 - 42,000

Provenance
W. H. Patterson, London.

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.

37 *
CHARLES HENRI JOSEPH LEICKERT (DUTCH, 1816-1907)
A summer's day in Holland
signed and dated 'Ch.Leickert.f' (lower left)
oil on panel
31.5 x 42.5cm (12 3/8 x 16 3/4in).

£15,000 - 20,000
€18,000 - 23,000
US$21,000 - 28,000

Provenance
W. H. Patterson, London.

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.

38 *
JOHANNES HERMANUS BAREND KOEKKOEK (DUTCH, 1840-1912)
The harbour at Amsterdam
signed and dated 'Jan HB Koekkoek.63' (lower right)
oil on canvas
58.5 x 82.5cm (23 1/16 x 32 1/2in).

£15,000 - 20,000
€18,000 - 23,000
US$21,000 - 28,000

Provenance
W. H. Patterson, London.

39 *
WILLEM KOEKKOEK (DUTCH, 1839-1895)
Dutch street scene
signed 'W Koekkoek' (lower left)
oil on canvas
57 x 46.5cm (22 7/16 x 18 5/16in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

Provenance
W. H. Patterson, London.

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

40 *
WILLEM KOEKKOEK (DUTCH, 1839-1895)
Street scene, old Rotterdam
signed 'W.Koekkoek' (lower right)
oil on panel
37.5 x 44cm (14 3/4 x 17 5/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Provenance
W. H. Patterson, London.

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.

41 *
PAUL JEAN CLAYS (BELGIAN, 1817-1900)
On the Scheldt
signed and dated 'P.J. Clays 1869' (lower right)
oil on canvas
75 x 110cm (29 1/2 x 43 5/16in).

£6,000 - 8,000
€7,000 - 9,400
US$8,400 - 11,000

Provenance
W. H. Patterson, London.

42 *
ANTONIO MARÍA DE REYNA MANESCAU (SPANISH, 1859-1937)
The Doge's Palace and the Molo, Venice with the Church of Santa Maria della Salute beyond
signed and inscribed 'A. Reyna/ Venezia' (lower left)
oil on canvas
34.5 x 75cm (13 9/16 x 29 1/2in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Provenance
Cooling Galleries Ltd., London.
Private collection, USA.

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.

43
PIETRO FRAGIACOMO (ITALIAN, 1856-1922)
On the Lagoon
signed 'P Fragiacomo' (lower right)
oil on canvas
30.5 x 50cm (12 x 19 11/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Painted *circa* 1890.

We are grateful to Dott. Andrea Baboni for confirming the attribution to Pietro Fragiacomo on the basis of photographs, and for his assistance in cataloguing the present lot.

PROPERTY FROM AN IMPORTANT ITALIAN COLLECTION.

44 *
VITTORIO REGGIANINI (ITALIAN, 1858-1939)
The suitor
signed 'VReggianini' (lower left)
oil on canvas
61 x 76cm (24 x 29 15/16in).

£20,000 - 30,000
€23,000 - 35,000
US$28,000 - 42,000

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

45 *
VITTORIO REGGIANINI (ITALIAN, 1858-1939)
Conversazione in salotto
signed 'V.Reggianini' (lower right)
oil on canvas
64.5 x 84cm (25 3/8 x 33 1/16in).

£15,000 - 20,000
€18,000 - 23,000
US$21,000 - 28,000

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

46
GIOVANNI BATTISTA TORRIGLIA (ITALIAN, 1858-1937)
A new arrival
signed 'G. B. Torriglia' (lower right)
oil on canvas
109 x 72.5cm (42 15/16 x 28 9/16in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

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

47 *
CHARLES CHAPLIN (FRENCH, 1825-1891)
The bird's nest
signed 'ChChaplin' (lower left)
oil on canvas
80 x 45.5cm (31 1/2 x 17 15/16in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

48 *
HENRY GUILLAUME SCHLESINGER (FRENCH, 1814-1893)
At the mirror
signed, inscribed and dated 'H. Schlesinger. p t. Paris 1857.' (lower right)
oil on canvas
81 x 65cm (31 7/8 x 25 9/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Provenance
Anon. sale, Hotel Drouot, Paris, 30 October 1925, lot 10, as *Femme et enfant devant une glace*.
Private collection, Netherlands.

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.

49
EMILE MUNIER (FRENCH, 1840-1895)
Girl with a basket of plums
signed and dated 'E. MUNIER / 1875' (upper right)
oil on canvas
59.5 x 44.5cm (23 7/16 x 17 1/2in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

Provenance
Anon. sale, Dorotheum, Vienna, 17 April 2012, lot 69.
Private collection (acquired at the above sale).

Literature
Emile Munier, online catalogue raisonné, no. 1875.03 (emilemunier.org).

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.

50
EMILE MUNIER (FRENCH, 1840-1895)
La Jeunesse
signed, inscribed and dated 'E. MUNIER/D'APRES BOVGVEREAV/1878' (upper right)
oil on canvas
41.5 x 33cm (16 5/16 x 13in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Provenance
Charles Allen (probably, Judge Charles Allen, Massachusetts, by May 1883 according to an old exhibition label on the reverse).
By descent to Marian Allen, Charles Allen's niece, June 1913 (according to an old paper label on the reverse)
Anon. sale, Sotheby's New York, 8 November 2012, lot 49.
Private collection (acquired at the above sale).

Exhibited
Probably, Boston, Museum of Fine Arts, *Loan Exhibition*, 1883.

Literature
Emile Munier, online catalogue raisonné, no. 1878.01 (www.emilemunier.org).

The present lot is taken from the head and shoulders of the girl in William Bouguereau's 1872 work *Sur le rocher*.

51
ROGELIO DE EGUSQUIZA (SPANISH, 1845-1915)
Lady in pink
signed 'R. Egusquiza' (lower left)
oil on canvas
65.5 x 54.5cm (25 13/16 x 21 7/16in).

£70,000 - 90,000
€82,000 - 110,000
US$98,000 - 130,000

Provenance
Anon. sale, Christie's London, 14 June 2006, lot 60.
Acquired at the above sale by the present owner.

One of the most celebrated Spanish painters of the 19th Century, Rogelio de Egusquiza began working with the academic painter Leon Bonnat and enjoyed a highly successful career thereafter. He eventually moved to Italy where he became a central figure of the Spanish artistic colony – intimately connected with the circle of Spanish artists that included Mariano Fortuny. He successfully collaborated with the Italian painter, and his style became more colourful and precise as a result. In the present work, the sitter is beautifully portrayed in pink, sitting, in contemplation, in front of a painting. Although the narrative is unknown the sentiment would suggest longing as she gazes at the unseen picture within a beautiful interior. In Italy, Egusquiza also met the composer Richard Wagner and developed a friendship that was to have an important influence on his more grandiloquent and tragic later works.

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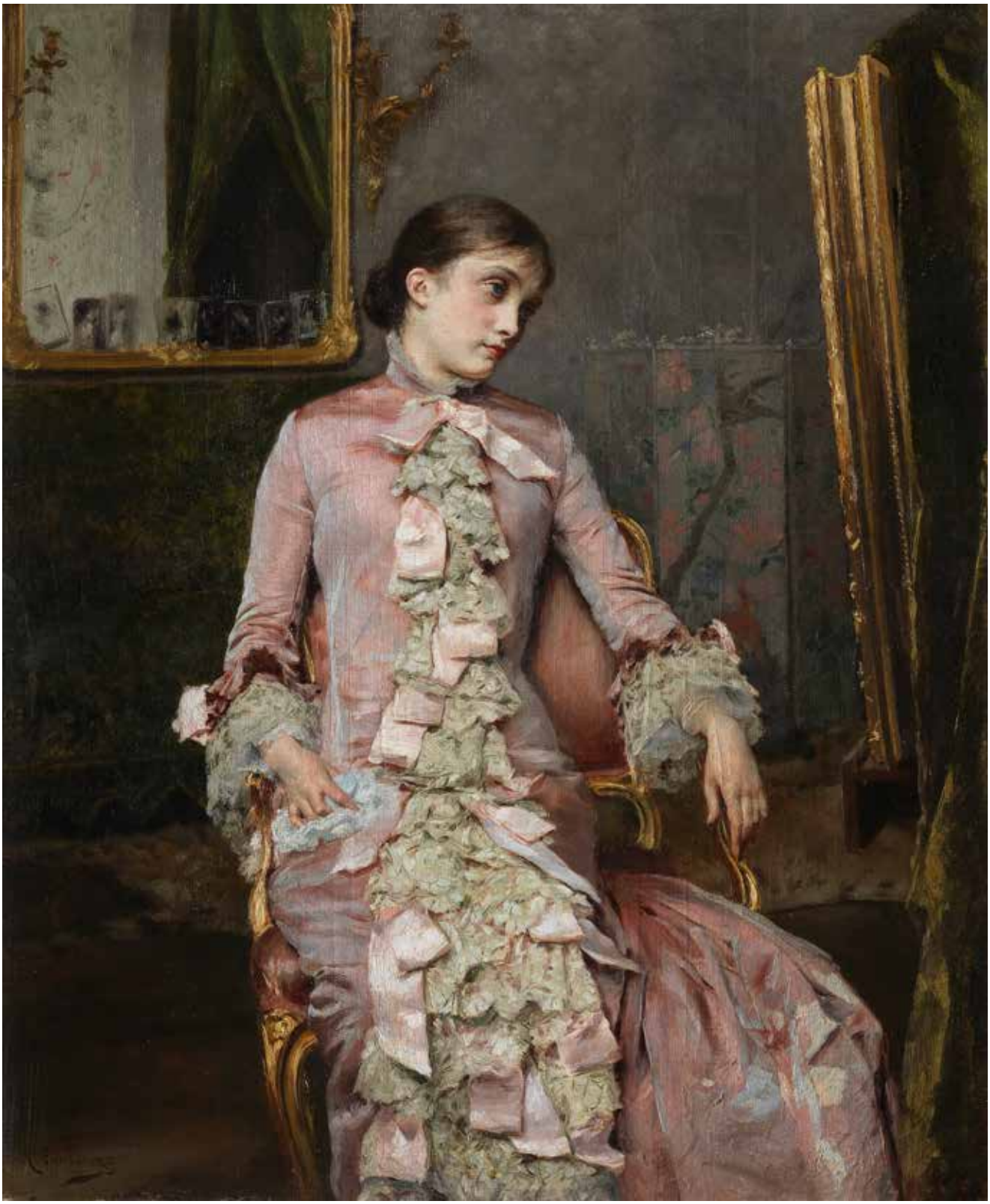

52 *
VINCENZO IROLLI (ITALIAN, 1860-1945)
Maternità
signed 'V.Irolli' (lower right)
oil on canvas
71.5 x 54.5cm (28 1/8 x 21 7/16in).

£15,000 - 20,000
€18,000 - 23,000
US$21,000 - 28,000

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

PROPERTY FROM AN IMPORTANT ITALIAN COLLECTOR.

53 *
ANTONIO MANCINI (ITALIAN, 1852-1930)
Ritratto del Barone Caccamisi come Spadaccino
signed, inscribed and dated 'AMancini/London 1902' (lower left)
oil on canvas
125 x 80cm (49 3/16 x 31 1/2in).

£30,000 - 50,000
€35,000 - 59,000
US$42,000 - 70,000

Provenance
Caccamisi-Marchesi collection, London.
Private collection, Italy.
Acquired from the above by the father of the present owner in 1970, Italy.

Exhibited
London, New Gallery, 1904, no. 278.

Literature
'The New Gallery', in *The Art Journal*, 1904, p. 194.
Mario Portalupi, 'Due dipinti di Antonio Mancini', in *Arte Figurativa*, March-April 1963, p. 23 (illustrated).
Dario Cecchi, *Mancini*, Turin, 1966, p. 174, note 7, p. 183.
Manuel Carrera, 'Antonio Mancini in Inghilterra. Il rapporto con John Singer Sargent', in *Storia dell'Arte*, 2021, no. 133, pp. 168-170.
Cinzia Virno, *Antonio Mancini. Catalogo ragionato dell'opera*, Rome, 2019, vol. I, p. 319, no. 526 (illustrated).

Born in Rome in 1852, Antonio Mancini enrolled in the Institute of Fine Arts of Naples under Domenico Morelli and Giuseppe Palizzi at the young age of twelve. It was there that Mancini developed his trademark technique of chiaroscuro and strong brushwork. He later spent the 1870s living in Paris and befriending artists such as Edgar Degas, Édouard Manet and John Singer Sargent. Sargent's admiration of Mancini was well-known, proclaiming him one of the greatest living painters.

It was during his trip to London in 1901-02 that Mancini painted the present portrait of the Sicilian Baron André Anzon Caccamisi (1848-c.1926), together with that of his wife Blanche Marchesi (1863 –1940), a famous French mezzo-soprano, and of their son Baron Jérôme Anzon-Caccamisi (1894-1945)- the latter painting is now in the collection of the Philadelphia Museum of Art.

In 1901 Claude Pensonby, one of Sargent's friends, invited Mancini to London, where he stayed until 1902, returning subsequently in 1907. The first contact between the artist and Baron Caccamisi is recorded in a letter dated 17 December 1901 (cfr. Virno, p. 319).

Reginald Haines, photograph of André Anzon, Baron Caccamisi, with Jerome Caccamisi and Blanche Marchesi.
© National Portrait Gallery, London

Mancini regularly frequented the artistic and literary salon organised in London by the Caccamisi family and it was there that he met artists such as Jacques-Émile Blanche, Auguste Rodin and Sir John Lavery.

Mancini started working on the portraits of the Baron and of his wife towards the end of December 1901 and the paintings were completed by March 1902, although the artist retouched the portrait of the Baron in June 1902. Baron Caccamisi appears to have enthusiastic about the outcome. Lady Hunter, one of Mancini's major London patrons, helped secure the present lot an entry at the New Gallery in 1904, claiming that 'tout le monde le trouve superbe' (cfr. Virno, p. 319). A review of the New Gallery exhibition, published in *The Art Journal*, 1904, was complimentary, noting that 'Signor Mancini is relatively reserved in "Baron A. Caccamisi", the buttons of the fencing jacket a-gleam, the foil telling as flash of silver across the blacks and reds, the head one may surely say sensitively seen against rose-curtained glass doors. Signor Mancini has perceived an opportunity, and made much of it'.

The present lot is a fascinating recent re-discovery. The portrait has been considerably reworked, possibly at a later stage and certainly prior to 1963. Retouchings have modified some features particularly in the face (the profile, the moustache, the hair) and shape of the Baron's body, that appears now considerably slimmer than it was originally. Despite these interventions, the portrait still displays a striking impasto and a boldness of execution that provide an extraordinary vivacity to the composition and marks the great return to portraiture for the artist in London, following the success obtained in Paris.

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54
PIERRE OUTIN (FRENCH, 1840-1899)
Welcome refreshment
signed 'OUTIN' (lower right)
oil on canvas
85.5 x 67cm (33 11/16 x 26 3/8in).

£5,000 - 7,000
€5,900 - 8,200
US$7,000 - 9,800

Provenance
Private collection, UK.

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

55
LÉON TANZI (FRENCH, 1846-1913)
La mare en forêt
signed and dated 'L. Tanzi. 1887' (lower right)
oil on canvas
60 x 100cm (23 5/8 x 39 3/8in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Provenance
Anon. sale, Osenat, Fontainebleau, 12 February 2012, lot 41.
Private collection, UK (acquired at the above sale).

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.

56 *

LUDWIG NOSTER (GERMAN, 1859-1910)

Portrait of Privy Councillor of Commerce Freidrich Alfred Krupp in his study
signed, inscribed and dated 'L Noster/Auf dem Hügel/1898.' (lower left); also inscribed on an old label on the stretcher.
oil on canvas
115.5 x 131cm (45 1/2 x 51 9/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Exhibited
Grosse Berliner Kunst-Ausstellung 1899, no. 801.

Friedrich Alfred Krupp is seen here in his study in Villa Hügel, the family home, a vast two hundred and sixty-nine room Italianate mansion built in the 1870s on an cliff overhanging the Ruhr. This portrait was painted when the industrialist was forty-four years old. He had joined the family business in 1875 and took over the running of the firm when his father died in 1887. His father had concentrated on the production of iron and steel, but Friedrich expanded the company to include the production of armoured plate, submarines, ships and diesel engines and doubled the company's workforce from 20,000 in 1887 to 40,000 by 1902.

Noster portrays Krupp in his study – the wealthy industrialist, surrounded by family portraits, bronzes and other decorative items collected on his travels – he was a keen amateur marine biologist and collector and travelled extensively, especially to Turkey and Capri where he spent several months each year. He died in 1902, possibly by his own hand as rumours of his homosexuality while on the island were widely reported in the press.

57
JEAN JOSEPH WEERTS (FRENCH, 1847-1927)
Portrait of Monsieur Dominique Jean-Baptiste Hugues in his studio
signed and dated 'J. J. WEERTS. 1890' (lower right)
oil on panel
72.5 x 58.5cm (28 9/16 x 23 1/16in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Provenance
Private collection, UK.

Exhibited
Paris, Palais des Champs-Élysées, *Salon*, 1890, no. 2423, as *Portrait de M. J. Hugues*.

Literature
Firmin Javel, 'Salon de 1890', in *L'Art français: revue illustrée hebdomadaire*, 1890, p. 21.
P. Kjellberg, *Les Bronzes du XIXe Siecle*, (Dictionnaire des sculpteurs) c.1980.
Catalogue sommaire illustré des sculpteurs du Musée d'Orsay, Paris, RMN, 1986 (illustrated; no. 175, Jean-Baptiste Hugues: Oedipe Ó Colone).
Dominique Lobstein, *Défense et illustration de l'impressionisme: Ernest Hoschedé et son "Brelan de salons", 1890*, Dijon, 2008, p. 47 (illustrated).

Jean Joseph Weerts, a native of Roubaix in northern France, made his Salon debut in 1872 and was a successful portrait and history painter. Noted for their verisimilitude, his portraits included leading political and society figures. Among Weerts' most famous works is his 1880 depiction of *L'assassinat de Marat*, now in the collection of the Musée d'Art et d'Industrie, Roubaix.

The present lot, depicting the sculptor Hugues, was clearly painted in response to a bronze bust made by Hughes of Weerts, and exhibited at the *Salon* six years before. Dominique Jean-Baptiste Hugues (French 1849- 1930) was a pupil of Dumont and Bonassieux, and first exhibited his sculptural work at the *Salon* in Paris in 1878, and thereafter won numerous national awards.

In the present work, Hugues leans against a marble sculpture entitled *Oedipe à Colone* which he completed in 1885 and was later exhibited at the Musées nationaux, 1888; Musée du Luxembourg, 1890; and Musée du Louvre in 1931. Today, this fine piece can be found at the Musée d'Orsay, Paris. (inv. no. RF 842, LUX 128).

The work was praised by the critics at the *Salon* in 1890.

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J. J. Weerts 1898

58 *
SIDNEY RICHARD PERCY (BRITISH, 1821-1886)
A view near Barmouth, North Wales
signed and dated 'SR Percy. 1864' (lower left); further signed and inscribed with title and artist's address (on a label on the stretcher on the reverse)
oil on canvas
61 x 92cm (24 x 36 1/4in).

£10,000 - 15,000
€12,000 - 18,000
US$14,000 - 21,000

Provenance
Cooling Galleries Ltd., London.
Private collection, Canada.

Exhibited
Art Union of Great Britain, *December Drawing* 1864, prize no. 12.

According to the Cooling Galleries label on the reverse, the present lot had a narrow escape in 1940:

'This is one of the paintings saved by the efficient work of the London Fire Brigade/ and with the co-operation of the night staff of Messrs. Walpole's, when incendiary/ bombs dropped through the roof of the Cooling Galleries, 92 New Bond Street, about/ twelve o'clock one night./
Most of the paintings were safely transferred to shipping agents, from whence they/ were in the safe hands of the British Navy. Proving that despite the heaviest and/ most sustained bombing attack in the history of the world, Britain Delivered the Goods/ September, 1940.'

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

59 *
CHARLES BURTON BARBER, ROI (BRITISH, 1845-1894)
The Lamb with the Lion
signed and dated 'C.B.Barber/1873' (lower right)
oil on canvas
71 x 91.5cm (27 15/16 x 36in).

£20,000 - 30,000
€23,000 - 35,000
US$28,000 - 42,000

Provenance
Gifted to the grandmother of the present owner, 1950s.
Thence by descent.
Private collection, USA.

An unusual subject for the artist, in the present lot, Barber has used his skills as an animal painter to produce a work brimming with religious symbolism. Used in Christianity to represent the Messianic Age, the lion is seen to symbolise Christ's resurrection, while the lamb stands for Christ's sacrifice. The symbols are also used to represent a time of peace; the work makes an interesting comparison with William Strutt's 1896 work *Peace* which draws inspiration from Isaiah, and depicts a child surrounded by a group of animals, among which a lion stands next to a lamb.

'Charles Burton Barber was in some respects the equal of Sir Edwin Landseer... his private pictures for the Queen were the most satisfactory... for a quarter of a century he was 'commanded' to attend the Royal Palaces to paint pictures for Royalty.'

- (Harry Furniss, Introduction to *The Works of Charles Burton Barber*, 1896)

60
CHARLES BURTON BARBER, ROI (BRITISH, 1845-1894)
Only a Shower
signed and dated 'C. Burton Barber 1884' (lower right); inscribed 'Only a Shower/C. Burton Barber./1 Tichfield Rd North Gate Regent's' (on remnants of a label attached to the stretcher)
oil on canvas
60.9 x 76.2cm (24 x 30in).

£70,000 - 100,000
€82,000 - 120,000
US$98,000 - 140,000

Provenance
Thomas McLean, London.
Anon. sale, Christie's, New York, 6 May 1999, lot 64, as *No Ride Today*.
Private collection, UK (acquired from the above sale).

Exhibited
London, Institute of Painters in Oil Colours, 1884-5, no. 417 (illustrated, no. 34).

The present lot is an exceptional example of Victorian genre, by an artist once regarded as the finest painter of animals in Britain. A favourite of Queen Victoria and Prince Albert, Charles Burton Barber succeeded Landseer as the Queen's Painter of Animals, producing numerous studies of the Queen's pets, as well as of her grandchildren.

Barber attended the Royal Academy Schools as a young man, winning several medals, and had his first work accepted for exhibition at the Royal Academy in 1866, aged just 20. According to his biographer Harry Furniss, Barber 'loved to paint the stag', but his work was rather eclipsed by Landseer's own highland scenes; as a result, 'Barber came down from the solitude of the northern fastness and took to painting dogs and cats in the studio', much to the delight of Barber's dealers, who 'discovered the fact that the public bought pictures of children and dogs'.

While he may have felt pigeon-holed in his choice of subject and driven by his financial responsibilities as a family man - he noted to his brother that 'manufacturing pictures for the market is just the devil' - nonetheless Barber produced an impressive body of work during his short career, conscientious and meticulous in his attention to detail: 'Everything required for the picture was bought or made... days and weeks were spent' to finalise the composition and render every object in the finest detail.

Only a Shower is a prime example of Barber's craft; brilliantly rendered, down to the fine details on the objects that adorn the table, the subject is tender while avoiding being over-sentimental. Barber's proficiency at painting animals is self-evident; they are painted with great skill and anatomical accuracy, lending a sense of realism to the scene. As Furniss observes 'Burton Barber was never guilty of humanising his animal.... How perfectly the painter adapts the animal to the part, and yet it remains an animal! Not a muscle... is contorted for effect'.[1]

As well as his regular showings at the Royal Academy, Barber was a frequent exhibitor at the Institute of Painters in Oil Colours (being elected a member in 1883), Walker Art Gallery, Manchester City Art Gallery and the Fine Art Society. Examples of Barber's work in public collections include *A special pleader* (1893, Touchstones, Rochdale) and *In Disgrace* (1886, Flyde Borough Council, St Annes, Lancashire).

[1] *The Works of Charles Burton Barber*, London, 1896, passim.

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61 *
JOHN EDWARD NEWTON, RI (BRITISH, ACTIVE 1835-1891)
Rival performers
signed with monogram and dated '1861' (lower right)
oil on canvas
24.5 x 31cm (9 5/8 x 12 3/16in).

£6,000 - 8,000
€7,000 - 9,400
US$8,400 - 11,000

Exhibited
Liverpool, Liverpool Academy, 1861, no. 281 (£26 5s).
London, The Royal Society of British Artists, 1862, no. 941 (£25. 5s)

This delightful genre subject by the Liverpool artist John Edward Newton shows an amateur musician, looking attentively at a musical score as he prepares to play. It is not clear whether he welcomes or is distracted by the song of a caged bird, but perhaps it was the artist's intention to emphasise the purity and simplicity of the birdsong, by comparison with the musician's own attempts with his instrument. Hence the painting's title *The Rival Performers* (as it was exhibited at the Liverpool Academy in 1861).

Newton was an extraordinary technician and one whose works invited comparison with the Dutch interior and still-life painters of the seventeenth century. He shows the male figure seated and cross-legged, dressed with crumpled informality and wearing a smoking cap. The impromptu nature of his playing is indicated by the way in which the score rests precariously on the edge of the table. The room that he occupies appears to be a relatively comfortable one, with tape-edged curtains and a fine casement window with wide panes of glass suggesting that this sitting-room may have belonged to one of the fine terraced houses in Liverpool's 'Newtown', on the north and east of the city's historic centre and to which the Liverpudlian middle classes were then gravitating. In 1860 Newton had sent works to the Liverpool Academy from an address in Everton and which may perhaps have been the setting for the subject. It seems likely that the work is a self-portrait or alternatively shows a family member. Domestic self-indulgence is suggested by the hookah pipe which rests on the window sill.

A brief biography of John Edward Newton is given in H.C. Marillier's The Liverpool School of Painters (1904). Although a member of the Liverpool Academy from 1856 to 1867 and an exhibitor in the annual exhibitions in the Academy galleries in Old Post Office Place, Marillier saw Newton as somewhat out of place there (although he emphasises Newton's friendship with James Campbell who was one of the leaders of the progressive group of Pre-Raphaelite inspired artists associated with the Academy). Newton seems to have moved from one specialisation to another, painting landscapes, and still-lifes of flowers and fruit, as well as of domestic subjects such as the present. All are characterised by a meticulous handling of paint and idiosyncratic observation. By the late 1860s this love of detail was coming to be regarded as somewhat old fashioned as artists introduced greater breadth and painterliness to their compositions and came to be less concerned with the specificity of place or type, an artistic direction which may have been discouraging to Newton. Nonetheless, *The Rival Performers* may be recognised as one of the finest genre or domestic subjects of the Liverpool School of painters at the time of that group's most remarkable florescence.

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

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62 *
ROBERT BRAITHWAITE MARTINEAU (BRITISH, 1826-1869)
The pet of the brood
signed with initials, inscribed and dated 'RBM/NOV.59.' (lower left)
oil on panel
25.5 x 18cm (10 1/16 x 7 1/16in).

£6,000 - 8,000
€7,000 - 9,400
US$8,400 - 11,000

Provenance
C.P. Townsend, London.
Anon. sale, Sotheby's Belgravia, 25 March 1975, lot 58.

Exhibited
London, French Gallery, Pall Mall, *The Seventh Annual Winter Exhibition of Cabinet Pictures , Sketches and Drawings, 1859*.

Literature
'The Winter Exhibition', in *The Athenaeum*, 19 November 1859, no. 1673, p. 673.

Robert Braithwaite Martineau operated on the fringe of the Pre-Raphaelite circle in London in the 1850s and 60s. He was a year older than William Holman Hunt, who was his close friend and artistic mentor, but died in 1869, aged only forty-three. The present painting is a valuable addition to the corpus of his known works.

Martineau was born in London, the fifth son of eight children of Philip and Elizabeth Martineau. He was educated at University College School, and in 1842 followed family tradition by commencing a career as a solicitor. In 1846, however, he decided to devote himself to art, first enrolling as a student at Cary's School, and then two years later at the Royal Academy schools. In April 1856 William Michael Rossetti, writing to William Bell Scott, described a visit to the house in Claverton Street, Pimlico, where Hunt, Martineau and Michael Halliday were then living. As Rossetti explained, 'joined with [Hunt] there are Halliday and Martineau, whom you may have heard of, or possibly seen; the latter an artist, the former something between artist and amateur. Both go in for Preraphaelitism, and both look up to Hunt with a genuine reverence and affection'.

Martineau's first recorded painting, *Kit's Writing Lesson* (Tate collection), was done under Hunt's supervision and took its subject from Charles Dickens's 'The Old Curiosity Shop' (1841). This was followed in 1856 by a second subject on the theme of literacy and the need for education among the disadvantaged sections of community entitled *The Spelling Lesson* (Musée d'Orsay, Paris). Martineau seems to have worked quite slowly and probably had periods of professional inactivity. He was only an intermittent exhibitor at the Royal Academy, but he did participate in the various independent displays of progressive work that were staged in the later 1850s, including the 1857 Russell Place Pre-Raphaelite exhibition and in 1857-8 the three-venue touring exhibition of British art in the United States. He was a founder member and treasurer of the secessionist Hogarth Club, set up in 1858. Probably his most famous painting was the moral modern-life subject, *The Last Day in the Old Home* (Tate collection), of 1862 – the narrative of which is unambiguous and which shows a young man, surrounded by wife and children, apparently unmoved by the consequences of his fecklessness.

By contrast, *The Pet of the Brood* is without didactic or moralistic overtones, but instead simply shows a female child, dressed in rustic fashion and standing in the open air with a background of foliage and grass, holding in her left hand a pigeon or dove. A play on words was likely to have been intended, as either or both the bird and the girl may be regarded as the pet – the bird perhaps tamed by the child, or the girl herself, who may perhaps have been the youngest of a number of siblings and the object of loving attention by her brothers and sisters. The mood of the subject is a happy one but without untoward sentimentality. In this sense it marks a progression on the part of Martineau towards a type of work which was more personal and relaxed and which served a purely decorative purpose.

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

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.

63
WILLIAM HENRY O'CONNOR (BRITISH, EXHIBITED 1859-1865)
Dante and Beatrice in heaven
She, to whom no care of mine was hid, turning to me with aspect glad as fair, bespake me, etc. - Dante's Paradise.
signed and inscribed with title on an old label (attached to the reverse); further inscribed 'International exhibition 18??/Class 38/Price 75 Gns/Title of picture- 'Dante and Beatrice in heaven- vide Paradise of Dante.'/Name of artist William H. O'Connor/4 Berners Street. W/ Owner of picture -Michael O'Connor Esq: Kingstown-Ireland/Formerly exhibited at Royal Academy. 18(59)' on an old label (attached to the canvas verso)
oil on canvas
81.9 x 51.5cm (32 1/4 x 20 1/4in).

£3,000 - 5,000
€3,500 - 5,900
US$4,200 - 7,000

Exhibited
London, Royal Academy, 1859, no. 495.
Dublin, Royal Hibernian Academy, 1860, no. 262.

William Henry O'Connor was the second son of the stained-glass designer and heraldic painter Michael O'Connor (1801-1867).

Michael was a native of Dublin, who went to England in 1823 and studied in the studio of Thomas Willement. By the mid-1830s Michael had returned to Dublin where he practiced stained-glass production and associated craft before returning to England in 1842, first settling in Bristol then moving to London in 1845. He worked with some of the best architects of the time, collaborating with both Augustus Welby Pugin on the glass for St. Saviour's, Leeds (praised by Pevsner) and William Butterfield. He exhibited designs at the Royal Academy in 1846 and 1849, but failing eyesight led to him to retire from the business around 1850.

William joined the family firm, which was based at 4 Berner's Street, near Oxford Street, in about 1860, the year after he had shown *Dante and Beatrice* at The Royal Academy. He subsequently exhibited the picture at The Royal Hibernian Academy in Dublin in 1860 and at an unidentified 'International Exhibition' (date unknown) by which time, according to the original label on the reverse, the work was the property of his father.

In the present lot, taken from Canto II of Paradise in Dante's *Divine Comedy*, we see Dante and Beatrice as she guides the pilgrim on his journey through Heaven; a symbol of Divine Love, she is dressed in white, green and red, the colours of the three theological virtues: faith, hope and charity respectively. She is his companion on his journey to Empyrean, the true home of God and the souls of the faithful.

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.

64
SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898)
Study of the head of a girl with downcast eyes
pencil
20.5 x 15cm (8 1/16 x 5 7/8in).

£4,000 - 6,000
€4,700 - 7,000
US$5,600 - 8,400

Provenance
Margaret Drummond.
By direct descent through the family.
Anon. sale, Bonhams London, 28 October 2009, lot 128.
Campbell Wilson, 2010.
Private collection, UK (acquired from the above).

Exhibited
Campbell Wilson, *Pre-Raphaelite Aesthetic Eclectic*, 2010, cat. no. 26.

It has been suggested that the identity of the present model is possibly Margaret Drummond. The model appears in much of Burne-Jones's work in the 1870's, notably in the Pygmalion series.

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.

65
SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898)
Head study of Margaret Drummond
signed with initials (lower left) and dated 'Oct 2./1879' (upper left)
pencil
24.3 x 17cm (9 9/16 x 6 11/16in).

£6,000 - 8,000
€7,000 - 9,400
US$8,400 - 11,000

Provenance
Margaret Drummond.
By direct descent through the family.
Anon. sale, Bonhams London, 28 October 2009, lot 127.
Campbell Wilson, 2010.
Private collection, UK (acquired from the above).

Exhibited
Campbell Wilson, *Pre-Raphaelite Aesthetic Eclectic*, 2010, cat. no. 27.

In the present lot Margaret Drummond is used as a model for the Perseus Series. A favourite model for Burne-Jones, Margaret Drummond was the sister of the arts and crafts designer W.A.S. Benson.

66
DANTE GABRIEL ROSSETTI (BRITISH, 1828-1882)
Sketch for *Orpheus and Eurydice*
pencil on paper
170 x 65.5cm (66 15/16 x 25 13/16in).

£5,000 - 7,000
€5,900 - 8,200
US$7,000 - 9,800

This figure study was made in preparation for an intended oil composition showing the mythological subject Orpheus and Eurydice, as told by the Latin author Virgil. Rossetti worked on this in 1875, referring to it in a letter to Thomas Gordon Hake dated 20 July 1875, but later abandoned the project.

The present drawing is of particular interest because it demonstrates that Rossetti, at least on occasions, followed the traditional academic method of preparing the figurative elements of the composition by drawing from the nude. Here the artist has explored the stance and positioning of the figure of Eurydice, with alternative lines indicating experiments and revisions as the composition was clarified. Very few Rossetti drawings from the female nude are recorded.

Rossetti's intentions for the subject may be understood from the more compositionally complete study now in Birmingham Museums and Art Gallery (catalogue number 1904 P 349) where Eurydice and her husband Orpheus are seen on either side of the entrance to the Underworld. She had been transported there having been bitten by a snake, but Pluto (loosely sketched in the present drawing, accompanied by his wife, Proserpine) had agreed that Orpheus might be allowed to rescue Eurydice from the Underworld on the single condition that he should not look at her until she was safely back in the land of the living. In the compositional studies Eurydice is seen in a trance-like state and with Orpheus deliberately preventing himself from looking at her. According to the legend, however, fearing that she was not following him, he momentarily glanced at her, and so she was lost to him until the time of his own death.

There is a further study for the intended painting, now in the British Museum (catalogue number 1910, 1210.9), and in which Jane Morris is recognisable as the model for Eurydice. Rossetti associated Jane with the figure of Eurydice (and also with that of Proserpine), possibly because he saw her marriage to William Morris as a forced confinement in a cold and loveless sphere, from which she may have hoped to escape but could not.

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

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.

67
JOHN WILLIAM GODWARD, RBA (BRITISH, 1861-1922)
Stesicrate
signed and dated 'J.W.GODWARD./1914.' (upper right); signed, inscribed and dated '"STESICRATE"/J.W.GODWARD./ROME. 1914.' (on the reverse)
oil on canvas
50 x 40.5cm (19 11/16 x 15 15/16in).

£40,000 - 60,000
€47,000 - 70,000
US$56,000 - 84,000

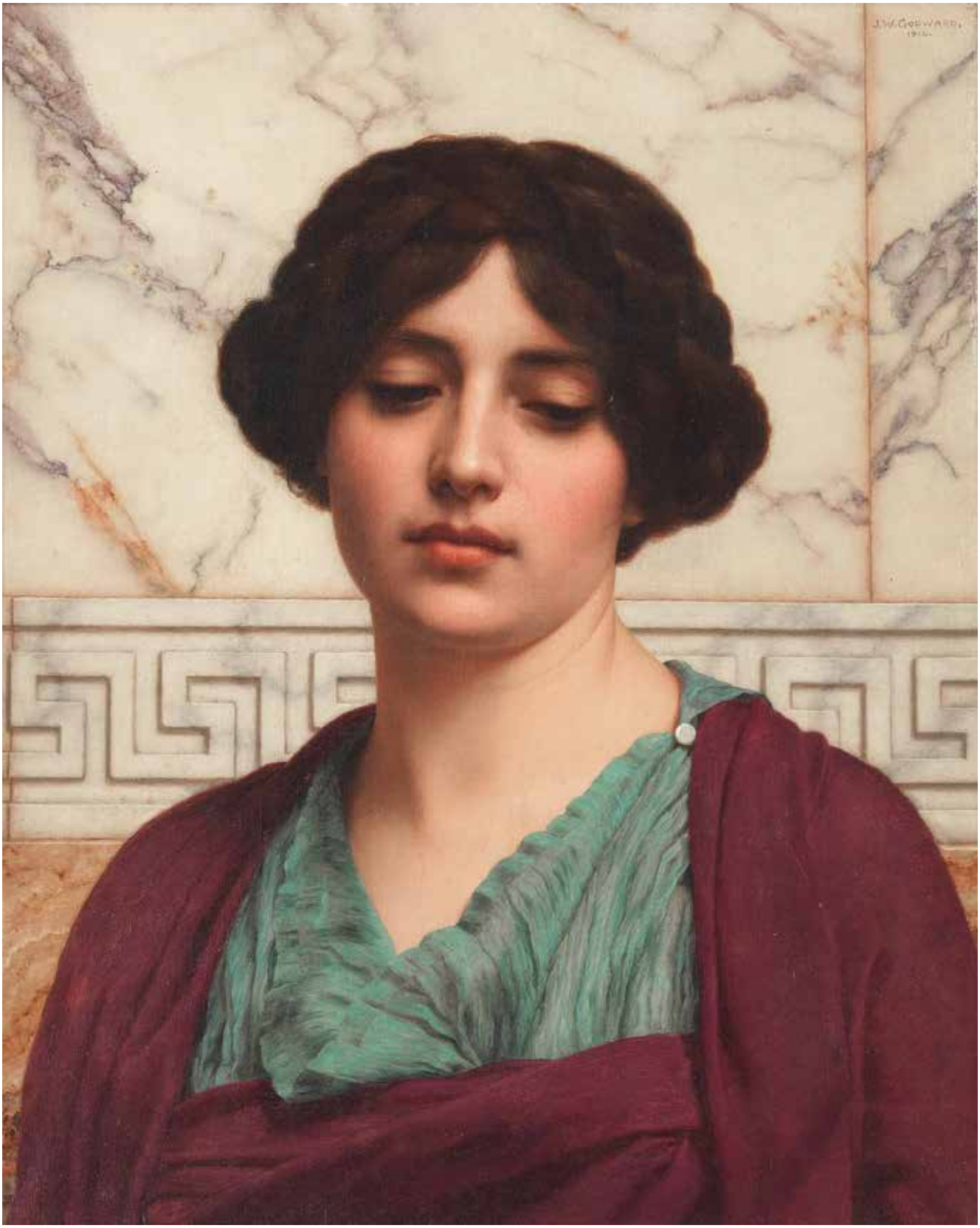
Provenance
Anon. sale, Christie's, London, 9 December 1998, lot 235.
Anon. sale, Christie's, London, 4 November 1999, lot 153.
Private collection, UK.

Literature
V.G. Swanson, Ph.D., *John William Godward 1861-1922, The Eclipse of Classicism*, Suffolk, 2018, p. 312 (illustrated).

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

We are grateful to Dr. Vern Swanson for his assistance in cataloguing this lot.

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.



68
JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)
Greenock
signed and dated 'AtkinsonGrimshaw 1882 +' (lower right)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£180,000 - 220,000
€210,000 - 260,000
US$250,000 - 310,000

Provenance
Haynes Fine Art of Broadway.
Private Collection, UK (acquired from the above, 2001).

Grimshaw revisited the theme of an atmospheric moonlight harbour scene many times. In the Art Journal Review of his 1885 Royal Academy exhibit of *Salthouse Dock, Liverpool*, the critic remarks that Grimshaw 'invests the subject with something akin to poetry' and the same can be said for the present view of Greenock painted three years later. The artist's ability to conjure the glowing atmosphere of the wet, misty streets was unparalleled; the elaborate rigging of the tall ships, the leaded windows, and the figures are brilliantly picked out by the glowing lights of the streetlamps and shop windows.

We are grateful to Alex Robertson for his assistance in cataloguing this lot.

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.

69 *
JEAN FRANÇOIS RAFFAËLLI (FRENCH, 1850-1924)
Le dresseur de chiens
signed 'J.F.RAFFAELLI' (lower left)
oil on canvas
55.5 x 33cm (21 7/8 x 13in).

£30,000 - 50,000
€35,000 - 59,000
US$42,000 - 70,000

Provenance
Galerie Brame & Lorenceau, Paris.
Anon. sale, Christie's London, 8 July 2009, lot 230.
Private collection, South Africa.

The authenticity of the present lot has been confirmed by Brame & Lorenceau; the work will be included in the digital Catalogue critique on the artist, now in preparation.

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.

J.F.RAFFAELLI

70 *
RAPHAEL LEWISOHN (GERMAN, 1863-1923)
Mary Cassatt in her studio
signed 'R. Lewisohn' (lower left)
oil on board
62 x 78cm (24 7/16 x 30 11/16in).

£8,000 - 12,000
€9,400 - 14,000
US$11,000 - 17,000

Provenance
Ambroise Vollard, Paris.
Thence by descent.
Their sale, Christie's Paris, 23 March 2018, lot 247.
Acquired at the above sale by the present owner.

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

71
EMILE FRIANT (FRENCH, 1863-1932)
Portrait of William Rothenstein
signed, inscribed and dated 'a Will/Rothenstein/E. Friant/91' (lower right)
pastel
51 x 32.5cm (20 1/16 x 12 13/16in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Provenance
The estate of the artist.
By decent through the Rothenstein family.
Private Collection, UK.

This sensitive and charming portrait of William Rothenstein was drawn in 1891. Emile Friant would have been twenty-eight and the young Rothenstein only nineteen. Rothenstein had left Bradford Grammar School three years earlier and enrolled at The Slade but travelled to Paris in 1889 to study at the Academie Julian where he would meet Whistler, Degas and Toulouse-Lautrec and share a studio with Charles Conder in Montmartre.

By this time Friant, who had studied at the Ecole des Beaux Arts in Nancy and been awarded a scholarship to study under Alexandre Cabanel, had already won numerous prizes at the Paris Salon and been decorated with the ribbon of the French Legion of Honour.

Sir William Rothenstein was to become a pillar of the British art scene - a regular exhibitor of portraits and landscapes with the New English Art Club, he is credited as a co-founder of the Carfax Gallery and wrote several books including the first English monograph of Goya's work in 1900. He later became principal of the Royal College of Art and Trustee of the Tate Gallery, receiving a knighthood in 1931. A society figure, the National Portrait Gallery now holds more than 200 Rothenstein portraits of notable figures of his age, and his three-part memoirs *Men and Memories* features anecdotes about Oscar Wilde, Max Beerbohm, James Whistler, Paul Verlaine, Edgar Degas, and John Singer Sargent.

The present portrait has remained in the artist's family since it was conceived and provides an interesting insight into the young artist as he stares confidently at the viewer. Rothenstein was well aware even at this tender age of the power of a good likeness, as was Emile Friant – both artists enjoyed the format and both also produced a number of self-portraits over the years.

Emile Friant in his studio, *circa* 1887

PROPERTY FROM AN IMPORTANT ITALIAN COLLECTION.

72 *
JUAN BRULL VINYOLES (SPANISH, 1863-1912)
The pink bow
signed 'Brull' (lower left)
oil on canvas
60 x 56cm (23 5/8 x 22 1/16in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

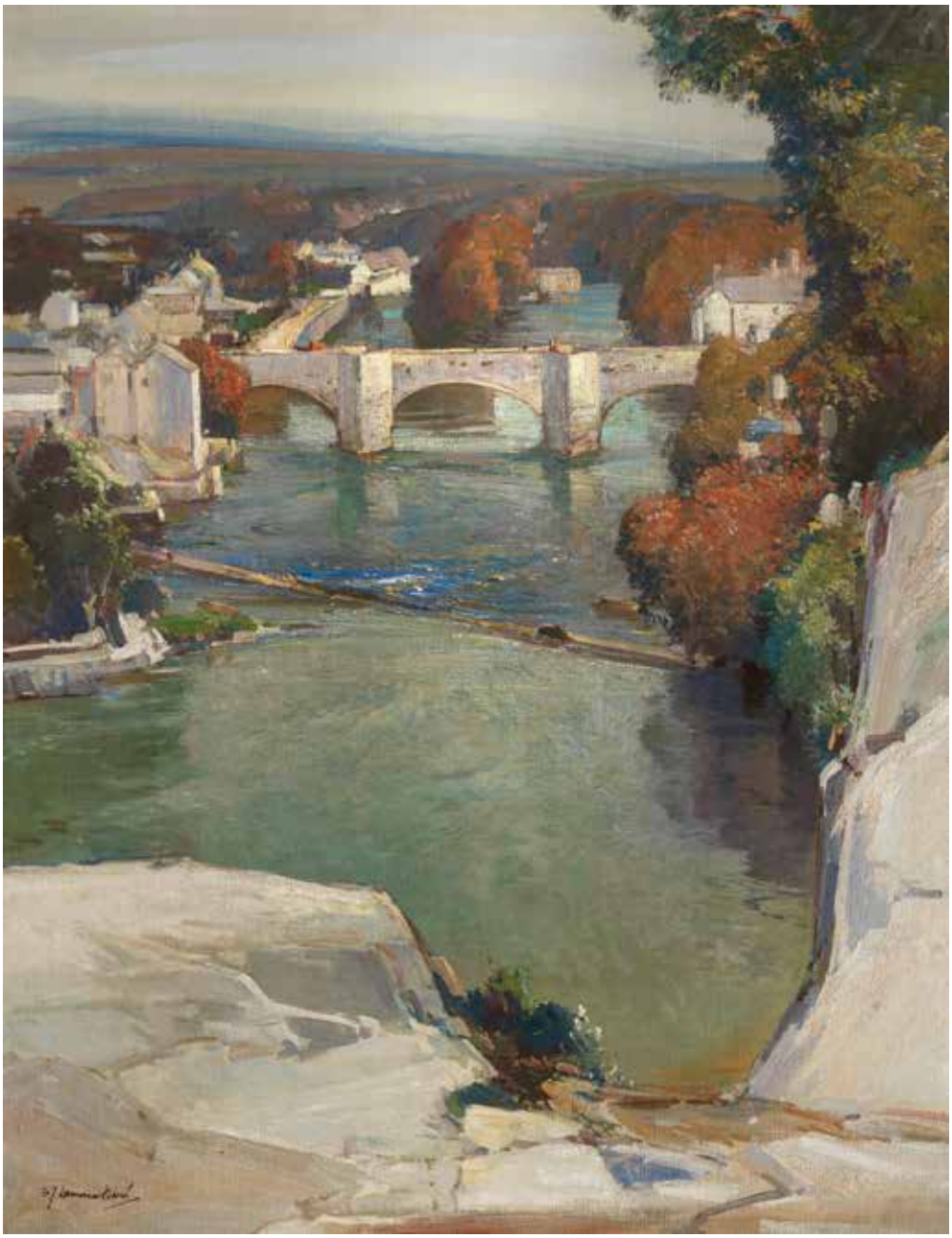
Provenance
Anon. sale, Bonhams London, 14 March 2018, lot 33.
Acquired at the above sale by the present owner.

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

73 *
JAN ŠAFAŘÍK (CZECH 1886-1915)
At the racetrack, Paris
signed and inscribed 'ŠAFAŘÍK/PARIS' (lower right)
watercolour heightened with white
31.5 x 49cm (12 3/8 x 19 5/16in).

£5,000 - 7,000
€5,900 - 8,200
US$7,000 - 9,800

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.



74 AR
SAMUEL JOHN LAMORNA BIRCH, RA, RWS, RWA (BRITISH, 1869-1955)
Ludlow
signed 'S.J. Lamorna Birch' (lower left); inscribed with title (on a label attached to the reverse)
oil on canvas
137 x 106.5cm (53 15/16 x 41 15/16in).

£5,000 - 7,000
€5,900 - 8,200
US$7,000 - 9,800

Provenance
Anon. sale, Sotheby's London, 13 May 1987, lot 13.
Private collection, UK.

Exhibited
(possibly) London, Royal Academy, 1920, no. 224.
Pittsburgh, Carnegie Institute.

75 AR
WILLIAM WIEHE COLLINS (BRITISH, 1862-1951)
St. Pauls, London
signed and inscribed 'W.W.Collins/S[t] PAULS' (lower left)
watercolour over traces of pencil
58.5 x 45cm (23 1/16 x 17 11/16in).

£6,000 - 8,000
€7,000 - 9,400
US$8,400 - 11,000

Provenance
Gladwell & Patterson, London.
Private collection, UK.

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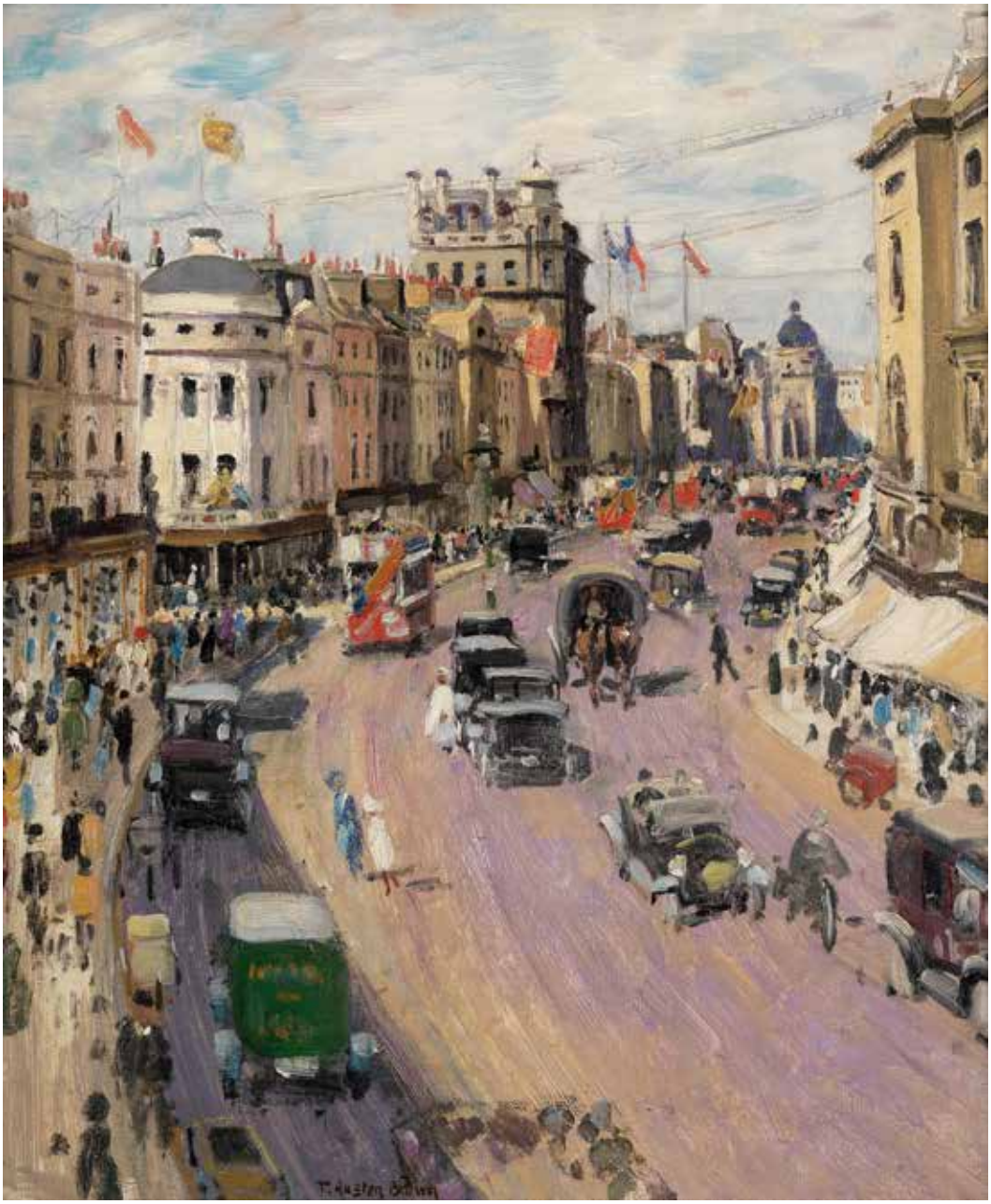

76
THOMAS AUSTEN BROWN, ARSA, RSW, RI
(BRITISH, 1857-1924)
Regent Street
signed 'T. Austen Brown' (lower centre)
oil on canvas
64 x 62cm (25 3/16 x 24 7/16in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Provenance
Richard Green Fine Paintings Ltd., London.
Private Collection, UK.

77 *
SIR JAMES JEBUSA SHANNON, RA, RBA, RHA
(BRITISH, 1862-1923)
The Flower Girl
oil on canvas
81.3 x 66cm (32 x 26in).

£30,000 - 50,000
€35,000 - 59,000
US$42,000 - 70,000

Painted in 1900.

Provenance
The artist.
Nora Ward (England).
By descent through the family.
Anon. sale, Christie's London, *The Irish Sale* 12 May 2005, lot 7.
The Diane and Sam Stewart Collection, Salt Lake City, Utah, acquired from the above.

Although he was born in Auburn, New York, James Jebusa Shannon studied art and built a thriving career as a society portrait specialist in London, where he lived from the age of sixteen. After debuting at the Royal Academy in 1881, Shannon's portraits became admired fixtures there as well as at the Grosvenor Gallery, the New Gallery, and other important national and international exhibition venues.

By the early 1890s, Shannon was firmly established as one of the most popular and critically respected portraitists in England. Yet commentators expressed their regret that a work by Shannon had not been purchased for the nation. As one writer put it in 1892, 'Thus, of all the delightful work of Mr. J. J. Shannon the Chantrey bequest trustees have really no chance of acquiring an example, Mr. Shannon's work being all commissions and the terms of the bequest excluding any purchases in advance.'[1].

Perhaps encouraged by such press, Shannon occasionally exhibited a variety of genre subjects throughout the 1890s, a decade that culminated with *The Flower Girl* (1900, Tate Britain), a work that was extraordinarily well received and purchased from the 1901 Royal Academy exhibition with Chantrey Bequest funds.

The present work is one of two versions of the Tate picture, both of which vary from it slightly -mainly in the considerably looser brushwork throughout the composition and, here, especially, in the areas of the child's leg and foot and the mother's hands. Although it is unsigned, the provenance of this version securely establishes Shannon's authorship since it was a gift from the artist to Nora Ward (1887-1970), the daughter of his friend and colleague Edwin Arthur Ward (1859-1933). From childhood Nora Ward and Shannon's daughter Kitty (1887-1974) enjoyed a close friendship, with Nora often staying in the Shannon household and travelling with them. Both Kitty and Nora became artists, with the latter attending Westminster School of Art and the Royal College of Art, as well as studying with Shannon. She was known professionally by her married name, Nora England. Shannon's gift of *The Flower Girl* to Nora England passed to her daughter, at whose home it was seen by the author in 1984.

The source of the image is documented in Kitty Shannon's *For My Children*. The family had rented a house in Eastbourne one summer, where, she recalled: 'On the sea front at Eastbourne there were flower girls. They were an institution, almost as much so as the flower girls at Piccadilly Circus who sit around Eros. One girl was very paintable and had the most divine baby.' She continued, saying that her father instructed the young woman to 'Come exactly as you are, baby, basket of flowers, the white blouse with the big black spots and old battered straw hat.'[2]. According to a letter in the Tate Britain files, Shannon's models were Theodora Brown and her infant daughter Naomi Pretoria Brown[3]

Flower girls were popular subjects for Victorian painters and writers. Yet Shannon's imagery departs from the customary depictions of impoverished flower girls selling their wares on urban streets and, instead, envelopes the mother and child in sun-dappled foliage[4]. Such connections between motherhood, nature, and purity were noticed in the contemporaneous press and allowed viewers to erase stereotypical notions of urban working women from their thoughts. In this respect – and stylistically as well – Shannon's versions of *The Flower Girl* are more closely aligned with mother-and-child imagery and colourful palette that characterize the art of George Hitchcock (1850-1913) and Gari Melchers (1860-1932), American colleagues with whom he spent summers at the Egmond Colony, Holland, in the years surrounding the turn of the century.

[1] 'Art and Artists', Sunday Times, London, May 8, 1892, p. 6.
[2] Kitty Shannon, *For My Children*, London, 1933 p. 104.
[3] Letter to 'The Secretary, Tate Gallery', from Mrs. M. H. Howell (the granddaughter of Theodora Brown), 21 July, 1968.
[4] See Kristina Huneault, *Flower-Girls and Fictions: Selling on the Streets* Canadian Art Review, vol. 23, no.1/2 (1996), p. 52-70, where Shannon's imagery is discussed on page 64 and the Tate painting is reproduced on page 65.

We are grateful to Barbara Dayer Gallati, Ph.D., for compiling this catalogue entry.

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.

78
FREDERICK WILLIAM LEIST (AUSTRALIAN, 1878-1945)
Early Editions
signed and dated 'Fred Leist/1910' (lower left)
oil on canvas
92.7 x 71.1cm (36 1/2 x 28in).

£8,000 - 12,000
€9,400 - 14,000
US$11,000 - 17,000

Exhibited
London, Royal Academy, 1910, no. 452.

Fred Leist was born in Sydney in 1873. Initially he trained as a furniture designer in the workshops of David Jones Ltd, before becoming a student at the Art Society of New South Wales. His first commercial work was as an illustrator for the *Bulletin* and *Sydney Mail*, and local agent for the *London Graphic* from 1900.

In 1901, Leist travelled to London with his wife and their daughter where he joined the permanent staff at *The Graphic*, but his real love was painting and from 1910 to 1925 he exhibited regularly at The Royal Academy, including the present lot, which was his first exhibit at the RA, shown in 1910. Leist's professional interest in the theatre, may have led to his painting the actress Coralie Decima Chatteris (1885-1910) in the present work. Here she is seen carefully examining some books. Although the palette is muted, the subtle tones and texture of the white dress and parasol give great presence to the figure as she stands in stark contrast to the rather sparse interior.

Further success came when his 1911 RA exhibit *The Mirror* was hung on the line and three years later a work entitled *The Rivals* was acclaimed in the *Review*. By this time Leist had been elected to The Royal Society of British Artists, and to the Chelsea Arts Club and had also exhibited at the Royal Institute of Oil Painters and the Royal Society of Portrait Painters.

In 1917 Leist was appointed an official war artist with the Australian Imperial Force and produced numerous sketches drawings and watercolours while 'dodging shells and mustard gas'. He was commissioned to paint four large battle scenes which were strikingly different to the muted tones of his earlier work. After the war, he returned to London and continued to exhibit widely, serving on the council of the ROI and contributing to the Australian Pavilion at the British Empire Exhibition at Wembley in 1924-25. The following year, having travelled and worked in the US, Leist returned to Australia where he continued teaching and painting portraits. He died in February 1945.

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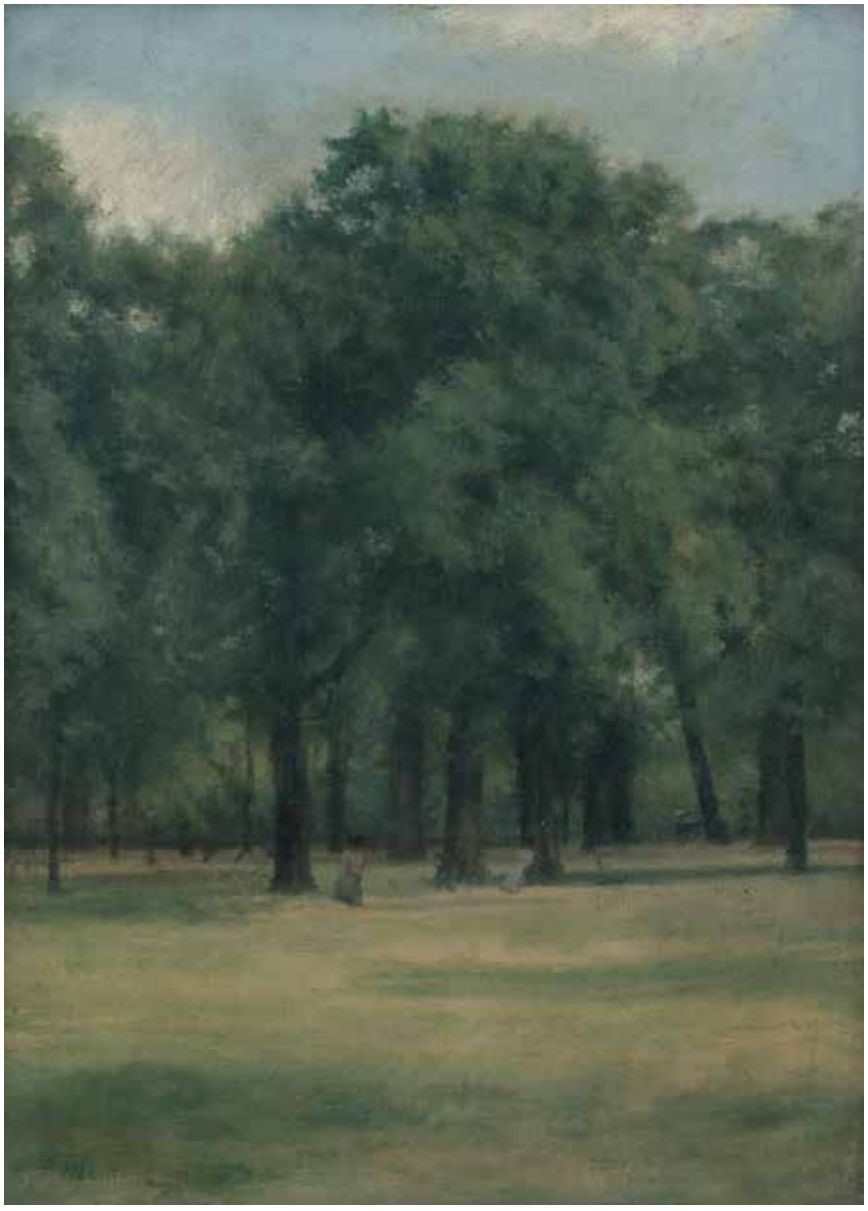

79
PAUL FORDYCE MAITLAND (BRITISH, 1863-1909)
At the foot of the trees, Kensington Gardens
signed 'PF Maitland' (lower left)
oil on canvas
41.5 x 30.5cm (16 5/16 x 12in).

£3,000 - 5,000
€3,500 - 5,900
US$4,200 - 7,000

Provenance
Leicester Galleries, London.
Purchased from the above by Eardley Knollys, 1953.
Private collection, UK.

According to Knollys' notebooks, the present lot was painted in 1905.

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.

80
PAUL FORDYCE MAITLAND (BRITISH, 1863-1909)
Fields near Exmoor
indistinctly signed 'PF Maitland' (lower left); indistinctly inscribed and dated '1915' (on a label attached to the reverse)
oil on panel
18 x 28cm (7 1/16 x 11in).

£3,000 - 5,000
€3,500 - 5,900
US$4,200 - 7,000

Provenance
The Estate of Eardley Knollys.
Private collection, UK.

81 AR
SIR ALFRED JAMES MUNNINGS, PRA, RWS (BRITISH, 1878-1959)
The Barle river, Withypool, Exmoor
signed 'A.J.Munnings' (lower right); inscribed with title (in pencil, on reverse)
oil on panel
17.5 x 24cm (6 7/8 x 9 7/16in).

£20,000 - 30,000
€23,000 - 35,000
US$28,000 - 42,000

Provenance
Private collection, UK.

Munnings' childhood upbringing in a mill house on a river, instilled a lifelong affinity to the sounds and sights of moving water. In fact, throughout his memoirs, there are frequent references to the artist's longing to sit by a river and paint. The solitude and his subsequent contemplation of Nature was his spiritual solice and there are over seventy river scenes in his home at Castle House, Dedham today. As a painter of light, it is no wonder that Munnings was drawn to the river near Brightworthy at various times of the day where he could examine the play of light on the fractured water surface.

Munnings was so intrigued by the shifting light effects on the river and hill beyond that he returned to the exact spot on numerous occasions; the artist positioned himself at the site using the rock in the middle of the river as a pivot point or central vignette, painting it on the left or right of the various scenes. Altering the time of evening and cloud formations, he captured the reflected colour changes on the water and distant hill.

This examination of light's shifting chiaroscuro and colour patterns on a constant motif was a practice Claude Monet used in painting haystacks, the cathedral facade at Rouen and of course his lilypads.

For a similar composition, see Brightworthy Ford, Withypool, Exmoor, sold in these rooms, 31 March 2021, lot 77.

We are grateful to Lorian Peralta-Ramos for her assistance in cataloguing this lot. The Brightworthy series will be discussed in Lorian Peralta-Ramos' forthcoming book *Tradition and Modernity: The Work of Sir Alfred Munnings* to be published in 2022.

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.

82 AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)
Enid Chanelle and her sister Mavis
signed 'W. RUSSELL FLINT' (lower left); signed and inscribed 'RA, 1956, Nº1. ENID CHANELLE AND HER SISTER MAVIS W Russell Flint' (on the overlap)
oil on canvas
94 x 145cm (37 x 57 1/16in).

£30,000 - 50,000
€35,000 - 59,000
US$42,000 - 70,000

Provenance
Frost & Reed, London, as *"Silks and Satins": The Chanelle Sisters*.
Private collection, UK.

Exhibited
London, Royal Academy, 1956, no. 518.

Literature
The Royal Academy Illustrated, 1956, p.42.

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.

Edward Seago RWS, RBA (British, 1910-1974)

83 * AR
EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)
The Round Pond- Tuilleries Gardens
signed 'Edward Seago' (lower left)
oil on canvasboard
44 x 60cm (17 5/16 x 23 5/8in).

£20,000 - 30,000
€23,000 - 35,000
US$28,000 - 42,000

Provenance
Marlborough Fine Art, London.
Arthur Ackermann & Peter Johnson Ltd., London.
Private collection, UK.

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

84 AR
EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)
The Haystack
signed 'Edward Seago' (lower left)
oil on canvas
47 x 56cm (18 1/2 x 22 1/16in).

£7,000 - 10,000
€8,200 - 12,000
US$9,800 - 14,000

Provenance
D. Colnaghi & Co. Ltd., London, January 1949 (according to a label on the reverse).
Portland Gallery, London.
Property of a deceased's estate.

Exhibited
London, Portland Gallery, *Edward Seago: A Master of Landscape*, 7-29 April 2016, no. 2.

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

85 * AR
EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)
Haystacks at Coldharbour
signed 'Edward Seago' (lower left); bears title (on the reverse)
oil on board
40.5 x 61cm (16 x 24in).

£12,000 - 18,000
€14,000 - 21,000
US$17,000 - 25,000

Provenance
Laing Galleries, Toronto, *circa* 1960s.
Private collection, USA.

86 AR
EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)
Cheyne Row, Chelsea
signed 'Edward Seago' (lower left); bears title (on the reverse)
oil on board
51 x 77cm (20 1/16 x 30 5/16in).

£20,000-30,000
€23,000 - 35,000
US$28,000 - 42,000

Provenance
Private collection, UK.

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

87 AR
EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)
The Lieutenance, Honfleur
signed 'Edward Seago' in pencil (lower left)
watercolour over traces of pencil
32.5 x 52cm (12 13/16 x 20 1/2in).

£4,000 - 6,000
€4,700 - 7,000
US$5,600 - 8,400

Provenance
P & D Colnahghi & Co. Ltd, London.
Private collection, UK.

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

88 AR
EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)
Landscape on the Norfolk coast
signed and dated 'Edward Seago 50' (lower left); bears title (on the stretcher)
oil on canvas
72.5 x 104.5cm (28 9/16 x 41 1/8in).

£8,000 - 12,000
€9,400 - 14,000
US$11,000 - 17,000

89 AR
EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)
Hill village in the Peloponnese
signed 'Edward Seago' (lower left); bears title (on the reverse)
oil on board
41 x 61.5cm (16 1/8 x 24 3/16in).

£8,000-12,000
€9,400 - 14,000
US$11,000 - 17,000

Provenance
Marlborough Fine Art, London, April-May 1978, no. 17.
Private collection, UK.

END OF SALE

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.

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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 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* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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.

Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or *vice versa*.

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% of the *Hammer Price* on the first £10,000; plus
25% of the *Hammer Price* from £10,001 and up to £450,000; plus
20% of the *Hammer Price* from £450,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

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*).

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

8. VAT

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

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

† *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*

Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*

* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*

• Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*

α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us)in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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.

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 *Buyer*s 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 *Description*s 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.

Φ 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

BUYERS SALE CONTRACT WITH SELLER

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

1 THE CONTRACT

1.1 These terms 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 WARRANTIES AND 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 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.6 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

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

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

5 RISK, PROPERTY AND TITLE

5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot,* or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.

5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.

7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

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

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale;*

9.3.2 the *Seller* will not be liable for any loss of *Business, Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

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

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any

person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale.*

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

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website,* or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or E*stimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lot*s have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

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:

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. Departure 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

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.

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.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

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;

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;

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

3.10.5 that you consent to *Bonhams* 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.

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 *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

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

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders,* on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to* B*idders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If

you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams*' order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, 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 *Lot* as soon as possible after the *Sale*.

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

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you 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 *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

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

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer*'s *Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer*'s *Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

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

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

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

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer*'s *Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business, Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as "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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-

(a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and

(b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:

(a) the seller;

(b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;

(c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

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 e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.
If you do not want to receive such information (except for information you specifically requested) please tick this box ☐
Would you like to receive e-mailed information from us? if so please tick this box ☐

Notice to Bidders.
At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

If successful
I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: 19th Century and British Impressionist Art	Sale date: Wednesday, 22 September 2021
Sale no. 26820	Sale venue: New Bond Street, London

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:

£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s
£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s
£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s
£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion
£5,000 - 10,000 .....by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement.
If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.

2. Are you representing the Bidder? ☐ If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):
Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement

Are you acting in a business capacity? Yes ☐ No ☐	If registered for VAT in the EU please enter your registration here: ☐☐ / ☐☐☐ - ☐☐☐☐ - ☐☐

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY			
Please leave lots "available under bond" in bond	☐		Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:	Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.
Please email or fax the completed Auction Registration form and requested information to:
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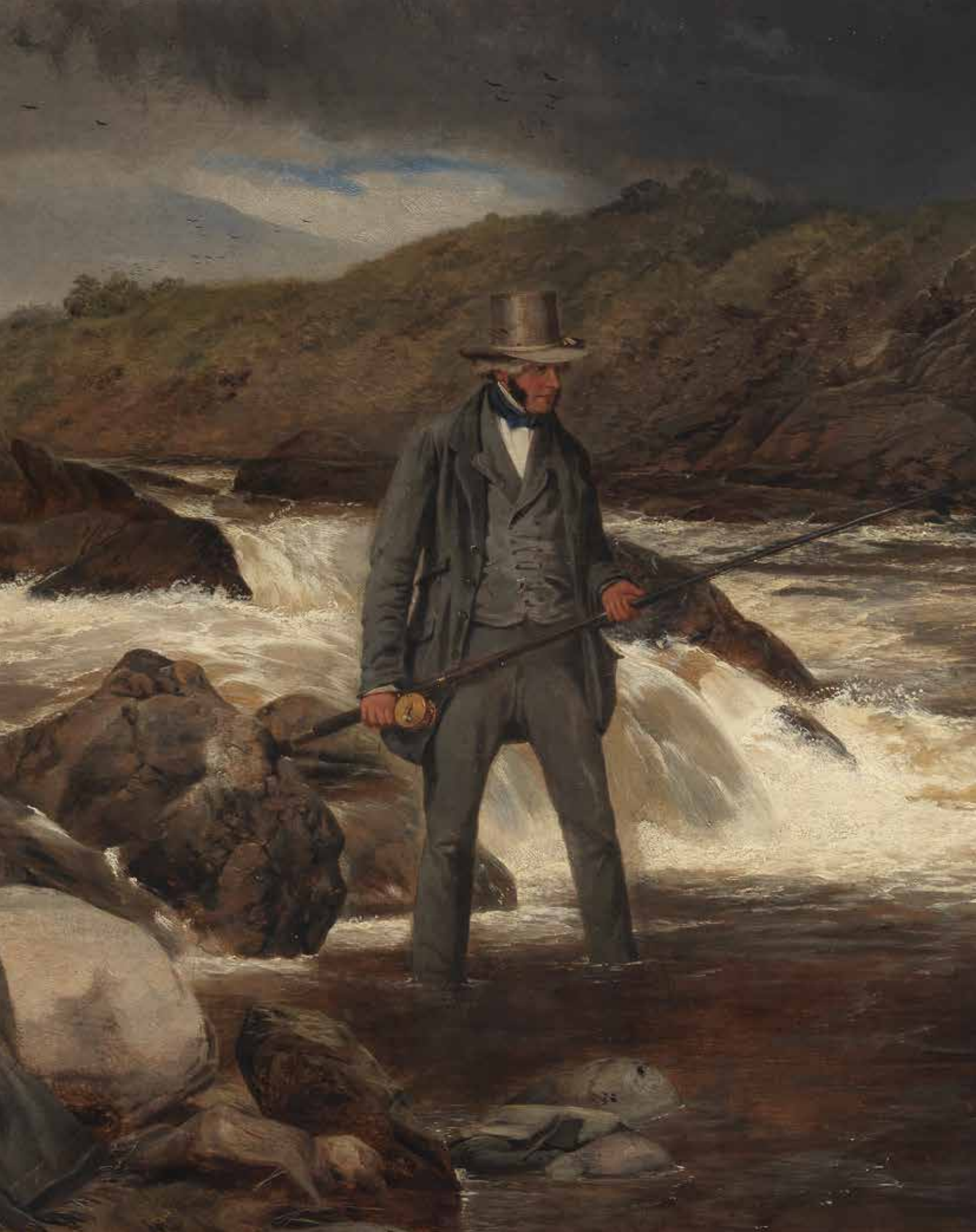

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