



PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

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

Tuesday 22 March 2016 at 1pm Knightsbridge, London

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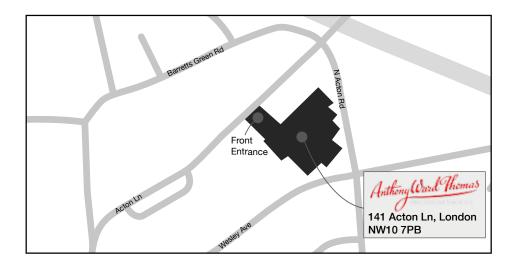
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2



1

THOMAS BLINKS (BRITISH, 1860-1912)

On the scent signed and dagted 'TBlinks 04' (lower left) oil on canvas 25.4 x 45.7cm (10 x 18in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

2

GEORGE WRIGHT (BRITISH, 1860-1942)

Taking a fence signed 'G.Wright' (lower centre right) oil on canvas 30.5 x 40.7cm (12 x 16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

Provenance

with Richard Green, London, no. M 806.

3

RUDOLF STONE (BRITISH, 19TH/EARLY 20TH CENTURY)

A set of four hunting scenes all signed 'R Stone' (lower right) oil on panel each 16.5 x 31.7cm (6 1/2 x 12 1/2in).(4)

£1,200 - 1,800 €1,600 - 2,300 US\$1,700 - 2,600



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

Horses, pigs and chickens in a farmyard signed 'J F Herring' (lower left) oil on canvas 35.6 x 50.8cm (14 x 20in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200





6

HEYWOOD HARDY (BRITISH, 1842-1933)

Off to the hunt signed 'Heywood Hardy.' (lower right) oil on canvas 51 x 76.5cm (20 1/16 x 30 1/8in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

Provenance

Private collection, Canada.

HEYWOOD HARDY (BRITISH, 1842-1933)

On the hunt signed 'Heywood Hardy' (lower left) oil on canvas 51.5 x 76.5cm (20 1/4 x 30 1/8in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

Provenance

Private collection, Canada.





GEORGE WRIGHT (BRITISH, 1860-1942)

Setting out for the hunt signed 'G. Wright' (lower right) oil on canvas 18.4 x 26cm (7 1/4 x 10 1/4in).

£1,500 - 2,500 €1,900 - 3,200 US\$2,200 - 3,600

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

Food for Thought signed 'J F Herring' (lower left) and inscribed 'No. 16 HERRING J F. (?) Horses, Poultry [...] Pigs Exterior' (on the canvas overlap, right hand edge), also indistinctly dated '29/3/...' (on the canvas overlap, upper left hand corner) oil on canvas

30.5 x 45.7cm (12 x 18in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance

with Burlington Fine Art, London, no. S542. Private collection, UK.





10



9

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

Through the barley signed and dated 'B.W.LEADER.1874.' (lower left) oil on board

26.7 x 35.6cm (10 1/2 x 14in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance

Purchased directly from the artist by Henry Wallis of the French Art Gallery, Pall Mall, London in October 1874 for £20.00. Sale, Christie's London, 29 March 1913, lot 39.

B. J. Hudson.

with French Art Gallery, London (purchased from the above by Henry Wallis for £33.12s). Private collection, UK.

We are grateful to Ruth Wood for her assistance in cataloguing this lot.

10

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

'At Llanbedr, North Wales' signed with initials and dated '1866' (lower left), signed, inscribed with the title and dated 'B W Leader/At Llanbedr, N Wales/1865' (verso) oil on board 45.7 x 23.5cm (18 x 9 1/4in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

Provenance

Gifted by the artist to Lady Williams, Bowdon, Cheshire.
Private collection, UK.

11

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

Gleaners returning at evening signed and dated 'B.W.LEADER. 1906.' (lower left) oil on panel 33 x 43cm (13 x 16 15/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900





13

12

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

"The weary sun has made a golden set, And, by the bright track of the fiery car, Gives token of a goodly day tomorrow" signed and dated 'B. W. LEADER. 1883' (lower right), inscribed with the title and signed (on the stretcher verso) oil on canvas 66 x 106.7cm (26 x 42in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

Provenance

Sold to Agnew's by the artist in March 1883, £250.00. The collection of G. Palmer M.P. from July 1883. Gooden & Fox; Christie's, London, 16 July 1948, lot 149. Sale, Christie's London, 16 October 1981, lot 6.

Exhibited

London, Royal Academy, 1883, no. 98.

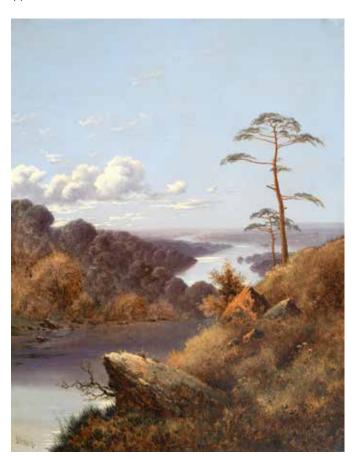
Literature

Artist's Records of Paintings Sold 1883. Wood, R., Benjamin Williams Leader, R.A., 1831-1923, His Life and Paintings, (Suffolk, 1998), p.126.

DANIEL SHERRIN (BRITISH, 1868-1940)

Shirley Woods signed 'D Sherrin' (lower right) oil on canvas 61 x 106.7cm (24 x 42in).





14

EDMUND JOHN NIEMANN (BRITISH, 1813-1876)

Ludford Bridge, Shropshire signed 'Niemann' (lower left) oil on canvas 68.6 x 139.7cm (27 x 55in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

EDMUND JOHN NIEMANN (BRITISH, 1813-1876)

View in Yorkshire signed 'Niemann.' (lower left) oil on canvas 91.5 x 71.1cm (36 x 28in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900



16 JAMES STARK (BRITISH, 1794-1859)

The edge of the wood oil on canvas 44.4 x 61cm (17 1/2 x 24in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

Provenance

Private collection, UK.





EDWARD LADELL (BRITISH, 1821-1886)

Still life of a wine glass, peaches, plums and grapes with a peacock butterfly, on a stone ledge; Still life with raspberries, cobnuts, walnuts and a peach, on a stone ledge, a pair both signed with initials (lower left) oil on canvas each 29.2 x 35cm (11 1/2 x 13 3/4in). (2)

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

Provenance

with P. Polak, London. Private collection, UK.

EDWARD LADELL (BRITISH, 1821-1886)

Still life with bird's nest signed with monogram (lower right) oil on panel 23 x 30.5cm (9 1/16 x 12in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

19

EDWARD LADELL (BRITISH, 1821-1886)

Still life of fruit and glass signed with monogram and dated '59' (lower left) oil on panel 26 x 30cm (10 1/4 x 11 13/16in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Still life of fruit signed and dated 'J. A. Grimshaw/1866.' (lower left) oil on board 25.5 x 36cm (10 1/16 x 14 3/16in).

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000

Provenance

Sale, Sotheby's London, 12 April 1985, lot 191.





19



GEORGE JONES, RA (BRITISH, 1786-1869)

The Burial of Sir John Moore after Corunna signed 'Geo Jones' (lower right) oil on canvas 71.1 x 109.2cm (28 x 43in).

£10,000 - 15,000 €13,000 - 19,000 US\$14,000 - 22,000

Provenance

Commissioned by Colonel Paul Anderson. Thence by family descent.

Exhibited

London, Royal Academy, 1834, no. 408. London, British Institution, 1835. no 272. Loaned by the family for display at Wellington College, Berkshire.

Literature

Oman, C., Sir John Moore, (London, 1953), p. 685. Hibbert, C., Corunna, (London, 1961), illustrated p. 118, fig 41. Harrington, P., 'The Battle Paintings of George Jones, R.A. (1786-1869)', Journal of the Society for Army Historical Research, Vol. LXVII, No. 272, Winter 1989, p. 240-241.

"Not a drum was heard, not a funeral note, As his corse to the rampart we hurried: Not a soldier discharged his farewell shot O'er the grave where our hero was buried.

[...]

Slowly and sadly we laid him down, From the field of his fame fresh and gory; We carved not a line, and we raised not a stone, But we left him alone with his glory!"

An extract from Charles Wolfe (1791-1823) 'The Burial of Sir John Moore after Corunna', written in 1816.

Charles Wolfe's famous poem has immortalised the events surrounding the death and burial of Lieutenant-General Sir John Moore (1761-1809), commander of the British Army during the battle of Corunna and cemented his position as a famous and celebrated military figure.

Moreover, the battle has become seen as a significant juncture in the narrative of British military history and often presented as a glorious withdrawal and rear-guard action with a beleaguered and battered British force heroically repulsing an overwhelming French army.

Moore's army engaged in a desperate retreat through northern Spain and Portugal during the winter of 1808-9. They were constantly forced in to rear-guard actions by the pursuing French army commanded by Marshall Soult. The conditions and terrain encountered on the retreat were dreadful with deep snow and bitter cold. This severely hampered communication and there was widespread confusion and a break down in order among some British units.

By mid January 1809 the British Army had reached Corunna where a fleet waited for their embarkation. Moore arrayed the vast majority of his infantry in a defensive ring around the town and port. The 16th January saw bitter fighting right across the British defensive line, nightfall brought an end to the fighting with the French attacks having been repeatedly repulsed. During the night the large majority of the British army was evacuated and a small Spanish garrison held the citadel allowing the British rear-gaurd to embark.

Moore himself was struck by cannon shot and although mortally wounded managed to retain consciousness long enough to be assured that he had gained victory. Some of his last words were spoken to his old friend and aide de camp Colonel Paul Anderson "You know I always wished to die this way, I hope the people of England will be satisfied. I hope my country will do me justice." Moore was buried wrapped in a military cloak in the ramparts of the town. When the French took the town, a monument was built over his grave by the orders of Marshal Soult. The monument was rebuilt and made permanent in 1811.

Anderson, by now a Lieutenant-General, commissioned this painting by George Jones sometime after the conclusion of the Napoleonic Wars and although it was exhibited long after the battle itself the composition was drawn from Anderson's personal recollection. It is likely that Anderson also commissioned two other paintings by Jones depicting the death of Sir John Moore and Moore mortally wounded, unfortunately both of these works were destroyed in the bombing of Bristol in 1940. The present lot, however, has remained in Anderson's family for over one hundred and eighty years and this is the first time it has appeared on the market. This painting can be regarded as one of, if not the, most significant artistic representations of this historic moment.







WORKS BY WILLIAM HENRY HUNT, OWS (1790-1864) FROM A PRIVATE COLLECTION

22

WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

A sleeping boy signed and indistinctly dated 'W HUNT' (lower right) watercolour 20.3 x 35.5cm (8 x 14in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Sale, Sotheby's London, 14 July 1988, lot 200.

Private collection, UK.

WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

signed and dated 'W. HUNT. 1839' (lower left), signed and inscribed with the artist's address (on the backing card verso) watercolour and pencil 21.6 x 24.7cm (8 1/2 x 9 3/4in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Sale, Sotheby's London, 10 July 1986, lot 170. Private collection, UK.





WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

The little drummer boy signed 'W HUNT' (lower right) watercolour and pencil 35.5 x 23.5cm (14 x 9 1/4in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

The peasant child watercolour 33.6 x 22.8cm (13 1/4 x 9in).

£700 - 900 €910 - 1,200 US\$1,000 - 1,300

26

WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

The flower girl signed 'W HUNT' (lower left) watercolour with bodycolour 26.6 x 18.4cm (10 1/2 x 7 1/4in).

£700 - 900 €910 - 1,200 US\$1,000 - 1,300



26



27



29



28

WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

The cobbler signed 'W. HUNT' (lower right) watercolour and pencil 35.6 x 21.6cm (14 x 8 1/2in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

Provenance

David Gibson Esq., Birkdale, Lancashire.

28

WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

By the fireside signed and dated 'W.HUNT 59' (lower left) watercolour and pencil, heightened with white 34.3 x 26cm (13 1/2 x 10 1/4in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

Provenance

David Gibson Esq., Birkdale, Lancashire.

29

WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)

A son of toil signed and dated 'W.H.HUNT.1829' (lower left) watercolour and pencil 40.7 x 29.8cm (16 x 11 3/4in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

Provenance

Sale, Christie's London, 14 November 1989, lot 66. Private collection, UK.

OTHER PROPERTIES

30 *

RICHARD BARRETT DAVIS, RBA (BRITISH, 1782-1854)

A horse sale at St. Albans signed and dated 'Davis/1820' (lower right) oil on canvas 71 x 92.5cm (27 15/16 x 36 7/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

RICHARD ROTHWELL (IRISH, 1800-1868)

Portrait of Thomas Moore signed 'R.Rothwell' (lower right) oil on panel 25 x 20cm (9 13/16 x 7 7/8in).

£1,000 - 1,200 €1,300 - 1,600 US\$1,400 - 1,700

Provenance

with Arthur Ackermann, London, no. 36. Private collection, UK.

Thomas Moore (1779-1852) was a well-known Irish poet, satirist, composer and political propagandist.

By the age of fourteen Moore was a regular contributor of poems to a Dublin magazine. He also had a thorough knowledge of modern languages, letters and law. Moore graduated from Trinity College, Dublin in 1799 when he moved to London. There he amassed the respect and patronage of the British nobility notably the Prince of Wales, the Duke of Bedford and Irish aristocrat Lord Moira, after which he was warmly welcomed into the most fashionable circles of London's highest social life.

Having received critical acclaim in London, he was offered the position of 'Irish Poet Laureate' which he refused on the grounds that it went against his politics. Through his writing we know that his love for his homeland never diminishes, however, the connections Moore made in London made it possible for him to travel widely. After a brief time living in Bermuda, followed by a grand Tour, Moore moved to the United States during which he developed a critical view of the country and its' politics. After his return to England in 1804, Moore wrote often and critically on the theme of slavery in America.

Moore had a close friendship with Lord Byron which led to one of the greatest controversies of his life. After being entrusted with the publishing of Lord Byron's memoirs upon his death, Moore went against the deceased Romantic's wishes and burned the documents. This was done at the entreaty of Byron's wife and halfsister who worried that the memoirs would be to the detriment of his memory.

Moore's poetry reflects his travels from America to Greece and Europe, however, it is when he describes his homeland that his verses are said to be sweetest.

Moore died in 1852, yet his work has endured. Irish Melodies which contains works from 1807-1835, has since been translated into every European Language promoting Irish music across the world and leading Moore to be popularly considered as the national bard of Ireland.



30









GEORGE CLARKSON STANFIELD (BRITISH, 1828-1878)

The town and castle of Heidelberg bears signature (lower left) oil on canvas 61 x 106.7cm (24 x 42in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

HENRY VALTER (BRITISH, ACTIVE 1870-1897)

A view of Avignon signed and dated 'H VALTER./73.' (lower left) oil on canvas 53.4 x 88.9cm (21 x 35in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

34

ALFRED POLLENTINE (BRITISH, 1836-1890)

The Grand Canal, Venice signed 'APollentine' (lower right) oil on canvas 50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800 €1,600 - 2,300 US\$1,700 - 2,600

Provenance

with Cooling Galleries, London.





35

EDWARD PRITCHETT (BRITISH, 1828-1864)

The Dogana, Venice, looking towards San Marco; The Grand Canal, with Santa Maria della Salute and the Dogana, a pair the former signed 'E Pritchett' (lower left) oil on canvas each 25.4 x 35.5cm (10 x 14in). (2)

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000

Provenance

Private collection, UK.





37



36 *

AFTER SIR EDWIN HENRY LANDSEER, RA, AND SIR AUGUSTUS WALL CALLCOTT, RA

Harvest in the Highlands bears two initials (both lower left) watercolour 34.3 x 95.3cm (13 1/2 x 37 1/2in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

Provenance

Possibly, Robert Hindmarsh Grundy, Liverpool. with Frost & Reed Ltd., London, no. D13548. with The McEwan Gallery, Aberdeenshire. Private collection, Canada.

It is likely that the present lot was executed by Richard Woodman (1784-1859) and commissioned by Robert Hindmarsh Grundy a print dealer, collector and publisher who, along with his brother John Clowes Grundy was co-founder of the Printseller's Association of London. Grundy commissioned the work from Woodman on the express authorisation of Landseer and Callcott in order to provide the engraver James Tibbits Wilmore (1800-1863) with an accurate working study for his engraving published by the Art Union of London in 1856. The work remained in the collection of Grundy until his death in 1865 and was sold along with the rest of his collection in Liverpool in 1866.

37 *

JOHN FREDERICK LEWIS, RA, POWS (BRITISH, 1804-1876)

Escorial, Spain watercolour and bodycolour over pencil 18.3 x 26.5cm (7 3/16 x 10 7/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

with The Fine Art Society, London, March 1958. Private collection, Switzerland.

A preparatory drawing for this watercolour, inscribed 'Escorial/Aug 27/[illeg.]' was sold at Christie's South Kensington, 3 December 2003, lot 35. We are grateful to Briony Llewellyn for her assistance in cataloguing this lot.

AUGUSTUS OSBORNE LAMPLOUGH, A.R.A., R.W.S (BRITISH, 1877-1930)

Camel rider in a sand storm signed and dated 'A. Lamplough A.R.A./1913' (lower left) watercolour with scratching out 50.5 x 79cm (19 7/8 x 31 1/8in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

HERCULES BRABAZON BRABAZON (BRITISH, 1821-1906)

The Greek Theatre, Taormina, Sicily indistinctly signed with initials 'HBB' (lower right), inscribed 'greek theatre Taormina Sicily'

watercolour heightened with bodycolour 22 x 31cm (8 11/16 x 12 3/16in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

40

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

A view of Menton, France signed with monogram (lower left) watercolour 15.3 x 22.8cm (6 x 9in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

with M. Newman Ltd., London. Private collection, UK.

GEORGE JOHN PINWELL (BRITISH, 1842-1875)

Market at Tangiers signed, dated and inscribed 'GJPinwell/ Tangiers 74' (lower left), inscribed with the artist's address and with the address of Mr C. Waithman (on the backboard) watercolour 39.4 x 68.6cm (15 1/2 x 27in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Purchased directly from the artist by Mr C. Waithman Esq., Oak Barn, Reigate. Thence by descent.



39











42

HENRY JOHN YEEND KING (BRITISH, 1855-1924)

Harvest family signed 'Yeend King' (lower right) oil on canvas 55.9 x 45.7cm (22 x 18in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

43

EDWIN DOUGLAS (BRITISH, 1848-1914)

The milkmaid signed with monogram and dated '1893' (lower left) oil on canvas $96.5 \times 62.3 cm$ ($38 \times 24 \text{ 1/2in}$).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

44

ROWLAND HOLYOAKE (BRITISH, EXH.1880-1911)

Painting the figurine signed and dated 'Rowland Holyoake/1886' (lower right) oil on canvas 74.9 x 50.8cm (29 1/2 x 20in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000





WILLIAM HOUNSOM BYLES (BRITISH, 1872-CIRCA 1940)

A maiden feeding gulls signed and dated 'W.HOUNSOM.BYLES. 1903' (lower right) oil on canvas, framed as tondo 72.4 x 72.4cm (28 1/2 x 28 1/2in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

46

WILLIAM J. WEBB (WEBBE) (BRITISH, ACTIVE 1853-1878)

'An Arab Gleaner' signed with monogram (lower left), signed and inscribed with the title and artist's address (verso) oil on panel, framed as oval 27.9 x 20.3cm (11 x 8in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance Mr John Dobson, Leeds, purchased circa 1900. Thence by family descent

JOHN HAYNES WILLIAMS (BRITISH, 1836-1908)

A sleeping beauty signed 'J Haynes Williams/1897' (lower right) oil on canvas 36.8 x 29.2cm (14 1/2 x 11 1/2in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900







48

FRANCIS PHILIP STEPHANOFF (BRITISH, 1788-1860)

The Gay Cavalier signed 'F P Stephanoff' (lower left) oil on canvas 71.1 x 91.4cm (28 x 36in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

49

JOSEPH CLARK, ROI (BRITISH, 1834-1926)

The village parade signed and dated 'J Clark. 1902' (lower right) oil on canvas $65.4 \times 50.8 cm$ (25 $3/4 \times 20 in$).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900



CHARLES ROSSITER (BRITISH, 1827-1890)

A helping hand oil on canvas 72.4 x 92cm (28 1/2 x 36 1/4in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

The artist Charles Rossiter has had a number of works exhibited in public collections, including the impressive painting 'To Brighton and Back for Three and Sixpence' held in the Pre-Raphaelite collection at Birmingham Museum and Art Gallery.

51

HARRY BROOKER (BRITISH, 1848-1940)

"Don't let mother see" signed and dated 'H. Brooker/1882' (lower left) oil on canvas 50.8 x 68.6cm (20 x 27in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900





52 ^{AR}

MARGARET DOVASTON (BRITISH, 1884-1955)

Tea at the Vicarage signed and dated 'M. Dovaston/1950' (lower left) oil on canvas 50.8 x 68.6cm (20 x 27in).

£10,000 - 15,000 €13,000 - 19,000 US\$14,000 - 22,000



53 AR

MARGARET DOVASTON (BRITISH, 1884-1955)

Searching the deed signed 'M.Dovaston' (lower right) oil on canvas 50.8 x 68.6cm (20 x 27in).

£6,000 - 8,000 €7,800 - 10,000 US\$8,600 - 11,000

with The Fine Art Gallery; T Eaton & Co. Ltd., Canada, stock no. 676. Sale, Waddingtons Toronto, 15 June 2005, lot 1168. Private collection, UK.





PROPERTY OF A GENTLEMAN

GEORGE VICAT COLE, RA (BRITISH, 1833-1893)

A break from the harvest signed with monogram and dated '1876' (lower left) oil on canvas 59 x 78.8cm (23 1/4 x 31in).

£1,200 - 1,800 €1,600 - 2,300 US\$1,700 - 2,600

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Cattle roaming the Welsh countryside signed and dated 'S R Percy 1869' (lower right) oil on board 28.6 x 41.2cm (11 1/4 x 16 1/4in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700



ARTHUR GILBERT (BRITISH, 1819-1895)

The Bell Inn signed with initials and dated 'A.G. 1844.' (lower right) oil on canvas 61 x 92.7cm (24 x 36 1/2in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

WILLIAM SHAYER, SNR. (BRITISH, 1787-1879)

Ploughman's rest oil on board 30.5 x 23.5cm (12 x 9 1/4in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700







58

HORATIO HENRY COULDERY (BRITISH, 1832-1893)

Dinner time

signed 'Horatio H Couldery' (lower right), signed and inscribed with the artist's address (on a partial label attached to the stretcher verso)

oil on canvas

24.1 x 30.5cm (9 1/2 x 12in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

59

HERBERT WILLIAM WEEKES (BRITISH, 1856-1904)

Old friends signed 'WWeekes.' (lower right) oil on board 32.4 x 23.5cm (12 3/4 x 9 1/4in).



60 JOHN WILLIAM HAYNES (ACTIVE 1852-1882)

'The forgotten word' signed J.W.Haynes. (lower right), signed and increase with the title (verso) oil on board 25.4 x 35.5cm (10 x 14in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

HAYNES KING (BRITISH, 1831-1904)

Awaiting his return signed and dated 'H King/1865' (lower left) oil on canvas 30.5 x 24.8cm (12 x 9 3/4in).







62



OTHER PROPERTIES

62

WILLIAM MELLOR (BRITISH, 1851-1931)

'On the Wharfe, near Barden Tower, Bolton Woods, Yorkshire'; 'Kex Beck, near Beamsley, N Yorkshire', a pair one signed 'William Mellor' (lower right), the other indistinctly signed 'W...Mellor' (lower left), both inscribed with the title (verso) oil on canvas each 41.3 x 61cm (16 1/4 x 24in). (2)

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

ERNEST WALBOURN (BRITISH, 1872-1927)

A mountain river signed 'Ernest Walbourn' (lower right) oil on canvas 60.9 x 92.7cm (24 x 36 1/2in).

FREDERICK WILLIAM HULME (BRITISH, 1816-1884)

'A Surrey Common - afternoon effect'; A sunny afternoon on the farm, a pair the former signed 'J. W. Hulme' (lower right) and signed and inscribed with title and artist's address (verso) oil on canvas each 50.8 x 64.8cm (20 x 25 1/2in). (2)

£3,000 - 4,000 €3,900 - 5,200 US\$4,300 - 5,700

DAVID BATES (BRITISH, 1840-1921)

'The Farmyard' signed and dated 'David Bates 1896' (lower right) and signed, dated and inscribed with the title (verso) oil on canvas 50.8 x 76.2cm (20 x 30in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200



64









67



67

66

HENRY H. PARKER (BRITISH, 1858-1930)

The Thames at Cookham signed 'Henry.H.Parker' (lower right) and signed (verso) oil on canvas 61 x 91.4cm (24 x 36in).

£3,000 - 4,000 €3,900 - 5,200 US\$4,300 - 5,700

67 ^{AR}

ALFRED FONTVILLE DE BREANSKI (BRITISH, 1877-1957)

Cliveden on Thames at morning and evening, a pair

both signed 'A F de Breanksi' (one lower right, the other lower left) and both inscribed with the title (verso) oil on canvas 30.5 x 50.8cm (12 x 20in).

£1,500 - 2,500 €1,900 - 3,200 US\$2,200 - 3,600



ROBERT FOWLER (BRITISH, 1853-1926)

'Evening on the Conway'

signed and dated 'R.Fowler 1891' (lower left), signed and inscribed with the title and artist's address (on a partial label attached to the frame *verso*) oil on canvas

61 x 121.9cm (24 x 48in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Exhibited

According to label on the frame verso: Liverpool Corporation, Autumn 1891. Birmingham, Royal Society of Artists, 1892. Leeds Corporation Art Gallery, 1893. Royal Cambrian Academy, 1894.

GEORGE WILLIAM MOTE (BRITISH, 1832-1909)

A Surrey landscape signed and dated 'G. W. Mote 1889' (lower right) oil on canvas 50.8 x 95.9cm (20 x 37 3/4in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

70

LEOPOLD RIVERS (BRITISH, 1852-1905)

The woodsman's rest signed and dated 'Leopold Rivers/1882' (lower right) oil on canvas 66.1 x 127cm (26 x 50in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

with Frost & Reed Ltd., London, no. 9449.



69





WORKS BY COLONEL JOSHUA GOSSELIN (1739-1813), FROM THE COLLECTION OF THE ARTIST'S FAMILY

71

COLONEL JOSHUA GOSSELIN (BRITISH, 1739-1813)

An important panoramic view of St Peter Port, Guernsey inscribed, signed and dated 'Town of St Peter's port in the Island of Guernsey/Ja Gosselin delt. 1793.' (verso) pen, ink and watercolour 22 x 133.4cm (8 11/16 x 52 1/2in).

£6,000 - 8,000 €7,800 - 10,000 US\$8,600 - 11,000



The present lot shows the town of St Peter Port, Guernsey as seen from the ramparts of Cornet Castle. The castle is situated on a small island just off the town and is now connected to Guernsey by a breakwater. It was a significant military stronghold guarding the entrance to the harbour until, in 1672 it was struck by lightning which ignited the powder magazine destroying much of the masonry. During the Civil War the castle was occupied by the Royalist Governor of Guernsey, Sir Peter Osborne (1584-1653), where he was besieged by the people of Guernsey who favoured Parliament. Cornet Castle eventually fell in 1651 after an eight year siege, the last Royalist stronghold in the British Isles to fall.

Visible across the water is the original harbour of St Peter Port next to the town church, the finest ecclesiastical building in the Channel Islands dating back to the 13th Century.

Joshua Gosselin joined the Guernsey Militia in 1758 and over a military career of forty years rose to the rank of Colonel in 1789. Gosselin is perhaps most remembered for his comprehensive list of wild flowers in Guernsey, the earliest record of its like. He also collected and studied seashells and was a noted antiquarian as well as an important figure in Guernsey society. This remarkable panorama of St Peter Port is a highly significant artistic and historical depiction of Guernsey's capital in the late 18th Century.





73

72 **COLONEL JOSHUA GOSSELIN (BRITISH, 1739-1813)**

A group of seven views of Guernsey all pen, ink and watercolour, unframed variously signed, dated and inscribed largest 23 x 28cm (9 1/16 x 11in).(7)

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

See Bonhams website for further details and images of this lot.

COLONEL JOSHUA GOSSELIN (BRITISH, 1739-1813)

A group of four views of Kent all pen, ink and watercolour, unframed variously signed, dated and inscribed largest 23.8 x 35.3cm (9 3/8 x 13 7/8in).(4)

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

See Bonhams website for further details and images of this lot.





75

74

COLONEL JOSHUA GOSSELIN (BRITISH, 1739-1813)

A group of six views of Monmouthshire pen, ink and watercolour, unframed variously signed, dated and inscribed largest 19.5 x 28cm (7 11/16 x 11in).(6)

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

See Bonhams website for further details and images of this lot.

A GROUP OF SEVENTEEN WORKS BY OR ATTRIBUTED TO COLONEL JOSHUA GOSSELIN (BRITISH, 1739-1813), AND JOSHUA GOSSELIN JNR. (BRITISH, 1763-1789)

Including:

(i) A view of Launceston Castle, Cornwall

(ii) Guildford Bridge, Surrey

(iii) Ragland Church

(iv) A view of Chiswick

(v) A view near Hastings

variously signed, dated and inscribed pen, ink and watercolour, all unframed

largest 29.5 x 47cm (11 5/8 x 18 1/2in). (17)

£1,200 - 1,800 €1,600 - 2,300

US\$1,700 - 2,600

See Bonhams website for further details and images of this lot.







OTHER PROPERTIES

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

Mischief signed 'Arthur Wardle' (upper left) watercolour and gouache 12.7 x 20.3cm (5 x 8in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

77

ROBERT WATSON (BRITISH, 1865-1916)

A pair of Highland scenes both signed 'R Watson' (lower right) and one dated '1916' (lower right) oil on canvas each 50.8 x 76.2cm (20 x 30in).(2)

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300





FREDERICK WILLIAM HAYES (1848-1918)

A rocky shore; An estuary view, a pair both signed 'F.W.Hayes' (lower left) oil on canvas each 40.6 x 60.9cm (16 x 24in).(2)

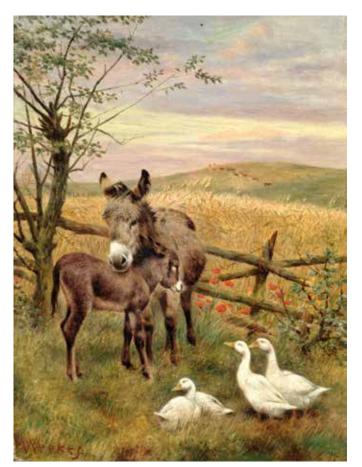
£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

79

HERBERT WILLIAM WEEKES (BRITISH, 1856-1904)

A proud mother signed 'WWeekes' (lower left) oil on canvas 40.7 x 30.5cm (16 x 12in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200





80



82



81

FREDERICK WALKER ARA (BRITISH, 1840-1875)

Punch and Judy signed with initials 'F . W' (lower right) pencil, wash and bodycolour 17.8 x 22.8cm (7 x 9in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

STUDIO OF SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898)

Studies for the Apple Orchard in 'The Sleep of King Arthur in Avalon', a set of seven two inscribed with 'TOP' (variously)

pencil the largest 19 x 27cm (7 1/2 x 10 5/8in).(7)

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

The Sleep of King Arthur in Avalon (Museo de Arte, Ponce, Puerto Rico) is widely considered to be Burne-Jones' magnum opus as well as his largest and final work. The work was commissioned as a mural for the library at Naworth Castle by the artist's friend and patron George Howard, 9th Earl of Carlisle (1843-1911). It is possible that the present studies were executed by Thomas Matthew Rooke (1842-1942) Burne-Jones' trusted studio assistant. Rooke was an extremely skilled draughtsman and artist in his own right and the detail and softness of handling apparent in these studies are typical of his hand.

ELEANOR FORTESCUE-BRICKDALE RWS (BRITISH, 1872-1945)

Iseult of Britanny signed with monogram (centre right) coloured chalks 32.4 x 25.4cm (12 3/4 x 10in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Edt., Sparrow, Walter Shaw, Women Painters of the World; From the time of Caterina Vigri (1413-1463) to Rosa Bonheur and the present day, (London, 1905), illustrated p. 142.



WILLIAM LOGSDAIL (BRITISH, 1859-1944)

'The Porch of the Old Ashmolean, Oxford' signed 'W.Logsdail' (lower right), signed and inscribed with the title and the artist's address (on a label attached to the frame verso) oil on board 40.6 x 30.5cm (16 x 12in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

WILLIAM CALLOW, RWS (BRITISH, 1812-1908)

Old Spanish House, Bruges signed 'W.Callow' (lower rigth) watercolour 27.9 x 20.3cm (11 x 8in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

85

HENRY HOLIDAY (BRITISH, 1839-1927)

A sketchbook,

containing studies of India, Sri Lanka and the Suez Canal from the return journey of the 1871 Solar Eclipse Expedition to Sri Lanka and India

variously inscribed and dated throughout pencil

sketchbook measures 17.5 x 11.5cm (6 7/8 x 4 1/2in).

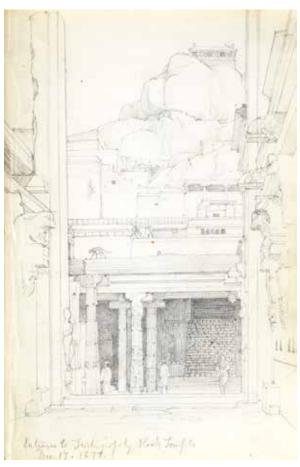
£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Literature

Holiday, H., Reminiscences of my life, (London, 1914), Entrance to Trichinopoly Rock Temple, Dec. 17, 1872, illustrated opposite p. 220.



84







86

ROBERT ANTOINE MÜLLER (BRITISH, ACTIVE 1872-1881)

Setting sail signed 'Robert A. Muller' (lower right) oil on canvas 96.5 x 132.1cm (38 x 52in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

87 No lot

88

AUGUSTUS EDWIN MULREADY (BRITISH, 1844-1905)

'Ornaments for your fine stove' incised with signature 'A E Mulready' (lower right), signed and inscribed with the title (verso) oil on board 30.5 x 22.8cm (12 x 9in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200





89

JAMES ARCHER (BRITISH, 1823-1904)

The red dress signed with monogram (lower left) oil on canvas 61 x 45.7cm (24 x 18in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

HENRY STEPHEN LUDLOW (BRITISH, BORN 1861)

'The Dancing Girl' signed and dated '1892' (lower right) and inscribed with the title (upper right) oil on board 29 x 18cm (11 7/16 x 7 1/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Sale, Phillips London, 26 July 1976, lot 71. Private collection, UK.





92



9

ATTRIBUTED TO WILLIAM JOSEPH SHAYER (BRITISH, 1811-1891)

The plough team bears signature (lower right) oil on canvas 71.1 x 91.4cm (28 x 36in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

92

JOHN DUVALL (BRITISH, 1816-1892)

Portrait of the Biddell Children of Playford together with their nursemaid and a donkey before Pogson's Farm, Playford signed and dated 'J Duvall 1861' (lower right) oil on canvas 71 x 91cm (27 15/16 x 35 13/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

By family descent from Lucy Biddell.

The children depicted are known to be members of the Biddell family. The date of the picture would suggest the subjects may be Arthur Biddell (b.1856), Lucy Biddell (b.1860), and Mary Biddell (b.1861). Duvall had close links with the family; the children's uncle Herman Biddell was the author of The Suffolk Stud book, published 1880, for which Duvall provided illustrations, it is through this association that Duvall became the artist most principally known for depictions of Suffolk horses.

93

WILLIAM MORISON WYLLIE (BRITISH, ACTIVE 1852-1890)

Sorting the catch signed and dated 'W.M.Wyllie 1875' (lower left) oil on canvas 48.2 x 71.1cm (19 x 28in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance

Sale, Sotheby's Belgravia, 20 March 1979, lot 158.
Private collection, UK.

DAVID COX SNR. O.W.S. (BRITISH, 1783-1859)

Asking the way signed and dated 'David Cox 1850' (lower left) oil on panel 19.5 x 30cm (7 11/16 x 11 13/16in).

£1,200 - 1,800 €1,600 - 2,300 US\$1,700 - 2,600

Provenance

Sale, Christie's London, 30 April 1927, lot 122.

Sale, Sotheby's London, British Paintings 1500-1850, 9 April 1997, lot 76, sold for

Sale, Christie's London, 11 June 2002, lot 57, sold for £14,500.

with Spink, London, no. K2 5980. Private collection, UK.

Exhibited

Wolverhampton, Municipal Art Gallery, 1951, no. 3.

95

WILLIAM COLLINS (BRITISH, 1788-1847)

Sorting the catch oil on canvas 87.6 x 121.9cm (34 1/2 x 48in).

£1,500 - 2,500 €1,900 - 3,200 US\$2,200 - 3,600

Provenance

Sale, Sotheby's London, British Paintings 1500-1850, 13 November 1996, lot 107. Private collection, UK.

FREDERICK GOODALL, RA (BRITISH, 1822-1904)

A summer's day signed and dated 'F Goodall RA 1863' (lower right) oil on canvas 33 x 54cm (13 x 21 1/4in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300



94



95









97 * AR

BENNETT OATES (BRITISH, 1928-2009)

Still life with Hollyhocks, Still life with Lilies and Frilly Irises; a pair signed 'Bennett Oates' (one lower right, the other lower centre) oil on board both 75 x 64.8cm (29 1/2 x 25 1/2in).(2)

£3,000 - 4,000 €3,900 - 5,200 US\$4,300 - 5,700

CECIL KENNEDY (BRITISH, 1905-1997)

A vase of anemones signed 'Cecil Kennedy' (lower right) oil on canvas 50.8 x 40.7cm (20 x 16in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance

Sale, Christie's London, 22 November 2002, lot 40. Private collection, UK.



99 ^{AR}

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

Portrait of a boy with his monkey signed 'Jagger./' (lower right) oil on canvas 61 x 50.8cm (24 x 20in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200



SIR JAMES JEBUSA SHANNON, RA, RBA, RHA (BRITISH, 1862-1923)

The yellow rose signed 'JJ SHANNON' (upper left) oil on canvas 129.6 x 86.3cm (51 x 34in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600



PHILIP WILSON STEER O.M., N.E.A.C. (BRITISH, 1860-1942)

The Pillow Fight signed 'P.W.Steer' (lower right) oil on canvas 62.3 x 77.5cm (24 1/2 x 30 1/2in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

Provenance

with The Goupil Gallery, London.

Literature

Laughton, Bruce, *Philip Wilson Steer*, Oxford, 1971, pp. 70-1, 75, 137, illustrated plate 118.

102 AR

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

Portrait study of Second Lieutenant Jack Chown in his RFC uniform signed with initials 'L.K.' (lower right) 34 x 25cm (13 3/8 x 9 13/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

Provenance

Gifted by the artist to the sitter's cousin. Thence by family descent. Sale, Toovey's Sussex, 18 June 2008, lot 94. with Sim Fine Art, Chislehurst, Kent. Private collection, UK.

This striking portrait of a handsome young airman dates from Laura Knight's early years in Cornwall. The son of Dr Francis and Annie Chown, Francis Jack Chown was born on May 3rd 1898 in the small village of Townshend, near Hayle in Cornwall. In his final term at St Paul's, London, he was accepted in to the Royal Military Academy Sandhurst, but opted instead to join the Royal Flying Corps.

Following five weeks of intensive training at the School of Aeronautics at Wantage Hall, Reading, he joined 14 Squadron. Jack gained his pilot's license in May 1917 on August 17th he volunteered to become a reconnaissance and scout pilot and was posted to 1 Squadron based at Bailleul in France. Jack wrote:

'I have been posted to the finest squadron in the R.F.C., therefore much is expected of me.'

At 12:55 p.m. on September 20th 1917 Jack took off from a Belgian airfield on a 'special reconnaissance' mission in his Nieuport 27. No. B6675, in support of the assault on the Menin Road. Flying low with his aircraft was attacked by four German fighter planes. Although wounded in the head and back he successfully landed amongst the shell craters. His body was discovered lying beside the wreckage of his plane and he was buried in front of Chateau Wood, Hooge.

It was during a stay at St Hilary, a village close to Townshend, that Laura Knight became a good friend of the Chown family. During this time she completed three studies of Jack in his uniform as preparation for an oil painting of the young airman. It is believed that the portrait was never completed.

On Easter Day 1919 the villagers of Townshend joined Jack's family for a memorial service. A tablet was ereceted to Jack by Lieutenant Colonel Thrakray Parsons. In his address the Colonel described Jack as:

'modest and unaffected, but loyal and deep in his affections with a passionate love of home and country, with a deep and tender sympathy with all the wild things of life'

adding,

'one of our own willingly laid down his life that wrong might be worsted, that right might triumph, that our England and the world might be free.'

Jack was finally laid to rest in the Hooge Crater Cemetery just east of Ypres.



Jack Chown in his aircraft



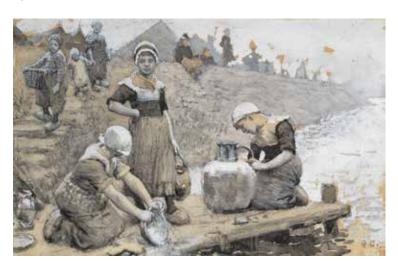
Jack Chown in his uniform. Reproduced with kind permission of The Morrab Library, Penzance







104



105

103

WALTER LANGLEY, RI (BRITISH, 1852-

Lamorna Cove signed 'WLangley.' (lower right) watercolour 38.1 x 60.9cm (15 x 24in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Purchased from the artist by Mr Dingley, 6 October 1880 for £2. Sale, Philips London, 17 July 2001, lot 2. Private collection, UK.

Exhibited

Birmingham, Royal Birmingham Society of Artists, Walter Langley Memorial Exhibition, 1923.

Literature

Langley, R., Walter Langley, Pioneer of the Newlyn Art Colony, (Bristol, 1997), p. 154.

104 AR

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

The blue door signed 'W. LEE HANKEY-' (lower left) watercolour 35.6 x 43.2cm (14 x 17in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

Provenance

Inherited from Mable Emily Lee-Hankey, the artist's wife, by the present owner's godmother.

105

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

Washer girls signed with initials 'G.C.' (lower right) watercolour and bodycolour 15.5 x 23.5cm (6 1/8 x 9 1/4in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300



106 AR

FREDERICK HALL (BRITISH, 1860-1948)

Fetching water signed and dated 'FRED HALL/-1890-' (lower right) oil on canvas 53.5 x 70cm (21 1/16 x 27 9/16in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600





107 AR

CHARLES OPPENHEIMER RSA RSW (BRITISH, 1876-1961)

Harvest Moon signed 'CHARLES OPPENHEIMER' (lower left) oil on canvas, laid to board 33 x 40.6cm (13 x 16in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

Provenance

with The Fine Art Society, London, 1930, no. 51.

108 ^{AR}

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

The windmill signed 'DOROTHEA SHARP' (lower left) oil on board 30.5 x 40.7cm (12 x 16in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300 109 AR

GYRTH RUSSELL (CANADIAN/BRITISH, 1892-1970)

The quayside, Clovelly signed 'Gyrth Russell' (lower right) oil on canvas 53.3 x 76.2cm (21 x 30in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

110 AR

CHARLES EDDOWES TURNER (BRITISH, 1883-1965)

'The Houses of Parliament, London' signed 'C. E. Turner' (lower left) and inscribed with the title 'The Houses of Parliament, London' (lower right) oil on canvas 50.8 x 76.2cm (20 x 30in).

£3,000 - 4,000 €3,900 - 5,200 US\$4,300 - 5,700

111

THOMAS HENNELL (BRITISH, 1903-1945)

Port of Calais, west basin, 1944 signed 'T.Hennell' (lower right) watercolour 47 x 61cm (18 1/2 x 24in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Exhibited

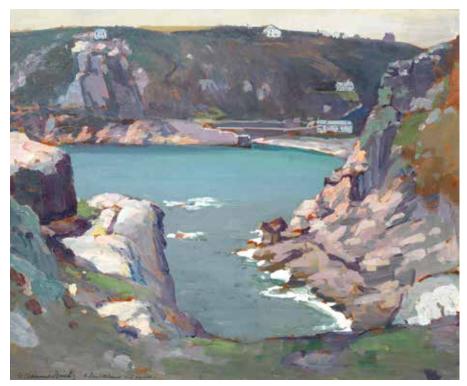
London, Milne & Moller, Exhibition of Paintings by Thomas Hennell RWS 1903-1945, November 1987, no. 31.

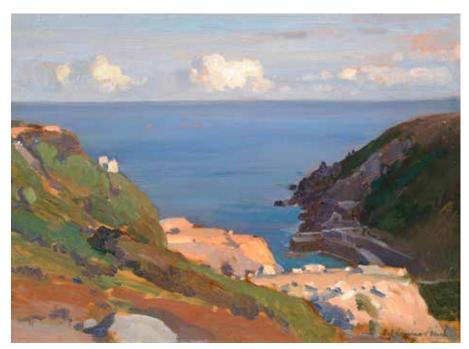


109









112 AR

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

'Lamorna Cove from Carn Dhu' signed and inscribed 'S.J.Lamorna Birch. To Frank Hutchens with my love.' (lower left), signed and inscribed with the artist's address and title (verso) oil on panel 33 x 39.3cm (13 x 15 1/2in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

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

A view of Lamorna Cove at evening signed 'S.J.Lamorna Birch' (lower right) and inscribed 'No 2/Lamorna Cove Evening/ for the Quarry.../S.J.Lamorna Birch RWS/ Lamorna/Penzance.' (verso) oil on board 25.4 x 34.9cm (10 x 13 3/4in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

CHARLES ERNEST BUTLER (BRITISH, 1864-1933)

A rugged coastline signed and dated 'C.E.Butler./28' (lower left) oil on board 30.5 x 45.7cm (12 x 18in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

115 AR

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

Fishermen in a river landscape signed and dated 'S.J.Lamorna Birch 1954' (lower right) oil on board 27.9 x 35.5cm (11 x 14in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

116

TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)

'A Halt'

signed and dated 'Terrick Willams 96.' (lower right), signed and inscribed with the title (verso) oil on canvas

30.5 x 45.7cm (12 x 18in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200



114



115







117

GARSTIN COX (BRITISH, 1892-1933)

Cornfields by the Sea, Helford, Cornwall signed 'Garstin Cox' (lower right) oil on canvas 102.2 x 127cm (40 1/4 x 50in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

Provenance

with Jonathan Grant Galleries, Auckland, New Zealand. Private collection, UK.

EDWARD LOUIS LAWRENSON (BRITISH, 1868-1940)

'Two is company three is none' signed and inscribed with the title and artist's address (on a label attached to the stretcher

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

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

THOMAS EDWIN MOSTYN, ROI, RWA, RCA (BRITISH, 1864-1930)

The dream castle signed 'MOSTYN' (lower right) oil on canvas 127 x 101.6cm (50 x 40in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

120

ADRIAN SCOTT STOKES (BRITISH, 1854-1935)

'Evening on the plain' signed 'adrian stokes' (lower left) oil on panel 19 x 27.3cm (7 1/2 x 10 3/4in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

Provenance

with The Leicester Galleries, London. Mrs Seligman (purchased from the above April 1907).

with Belgrave Gallery Ltd., no. 35, London. Purchased from the above by the present owner, 7 December 1976.

Exhibited

London, The Leicester Galleries, An Exhibition of Pictures painted in Austria-Hungary by Adrian and Marianne Stokes, March-April 1907, no. 7.

Possibly, Budapest, Nemzeit Szalon, 1910, no. 8.

We are grateful to Mrs Magdalen Evans, author of Utmost fidelity: the painting lives of Marianne and Adrian Stokes (2009) for her kind assistance in the cataloguing of this lot.



119







122



121

SIR HUBERT VON HERKOMER RA, RWS, CVO (BRITISH, 1849-1914)

A lady amongst cherry blossom signed with monogram, inscribed and dated 'Cookham/April 13 1872.' (lower right) watercolour and bodycolour 12.5 x 21cm (4 15/16 x 8 1/4in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

122 AR

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

'Running home' signed and dated 'Laura Knight/1938' (lower watercolour and black chalk 55 x 77cm (21 5/8 x 30 5/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

Provenance

Sale, Sotheby's London, Works by Dame Laura Knight D.B.E., R.A. & Harold Knight R.A., sold by order of the executors, 18 July 1973, lot 149. (purchased from the above by the current owner's mother). Thence by descent.

123

WILLIAM SAVAGE COOPER (BRITISH, ACTIVE 1880-1926)

A country landscape signed and dated 'Savage Cooper/-1924-' (lower right) and stamped with the artist's wax seal (verso) oil on board 35.5 x 50.8cm (14 x 20in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

CHARLES MARTIN HARDIE RSA (BRITISH, 1858-1916)

A quiet spot signed with 'C.M.Hardie../86' (lower right) oil on canvas 58.4 x 76.2cm (23 x 30in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Sale, Sotheby's Gleneagles Sale, 30 August 2000, lot 1034.

125 ^{AR}

ARTHUR SPOONER (BRITISH, 1873-1962)

The Blacksmiths Shop signed 'Artur Spooner' (lower left) oil on canvas 63.5 x 76.2cm (25 x 30in).

£1,200 - 1,500 €1,600 - 1,900 US\$1,700 - 2,200

126 ^{AR}

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

Lions at the river signed and inscribed 'Arthur/Wardle/Sketch' (lower right) oil on board 14.8 x 22.5cm (5 13/16 x 8 7/8in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

Provenance

with W. H. Patterson Fine Art, London.



124



125





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

'Miss Rosalie Crutchley as Angelica in Congreve's "Love for Love"' signed 'W Russel Flint' (lower right), signed and inscribed with the title (on the backboard verso) coloured chalks 29.8 x 21cm (11 3/4 x 8 1/4in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance

Mrs Blake Tyler, Wiltshire. with Frost & Reed Ltd., Bristol. Private collection, UK.

Exhibited

London, The Fine Art Society, November 1950, no.58. London, Royal Academy of Arts, Sir William Russell Flint Exhibition, 1962, no.208, titled Rosalie Crutchley - chalk drawing.

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

Lots 128 - 219







128



128

ITALIAN SCHOOL, CIRCA 1900

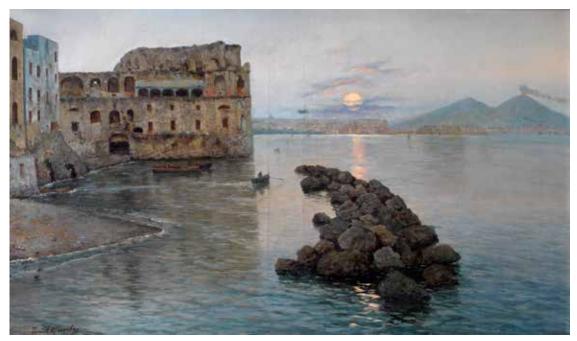
Views of Naples; a pair oil on paper laid down on card each 15.5 x 24cm (6 1/8 x 9 7/16in).(2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

FEDERICO SCHIANCHI (ITALIAN, 1858-1919)

A view of the Claudian aqueduct, St Peter's Basilica in the distance signed 'FSchianchi' (lower right) watercolour 31 x 47cm (12 3/16 x 18 1/2in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700





131

130

FAUSTO GIUSTO (ITALIAN, 1867-1941)

Le Palazzo Donn'Anna, Naples signed 'Faust Giusto' (lower left) oil on canvas 45.5 x 75.5cm (17 15/16 x 29 3/4in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

131

GIUSEPPE CARELLI (ITALIAN, 1858-1921)

View of the Bay of Naples with Mount Vesuvius in the distance signed and inscribed 'Guiseppe Carelli/NAPOLI' (lower right) oil on board, unframed 27.5 x 43cm (10 13/16 x 16 15/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200





133



134

132

VIGGO CHRISTIAN FREDERIK VILHELM PEDERSEN (DANISH, 1854-1926)

Sunset over the sea signed and dated 'Viggo Pedersen 1906.' (lower left) oil on canvas 124 x 152cm (48 13/16 x 59 13/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

Provenance

Hanina Gallery, London.

Exhibited

Berlin, *Große Berliner Kunstausstellung*, 1907, no. 1420.

133 *

GEORGES PHILIBERT CHARLES MARONIEZ (FRENCH, 1865-1933)

Soleil couchant signed 'G. Maroniez' (lower left) oil on canvas 60 x 81cm (23 5/8 x 31 7/8in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

134

BEPPE CIARDI (ITALIAN, 1875-1932)

Fiume al tramonto signed 'Beppe/Ciardi' (lower right) oil on board 30.5 x 40cm (12 x 15 3/4in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

A harbour scene at dusk signed 'E. Galiany' (lower left) oil on canvas 57 x 65.5cm (22 7/16 x 25 13/16in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

136

GASPAR MIRO LLEÓ (SPANISH, 1859-1930)

Paris, Notre Dame au fond à la Seine; Paris, quai de Bercy, a pair one signed 'g miró lleó (lower right); bears inscription 'Paris-Notre Dame/au fond à la Seine (vers/le Boulevard Henri IV)/G-MIRO y LLEO/Barcelone' (on the reverse); the other signed 'g miró lleó' (lower right); bears inscription 'Paris - quai de Bercy/1900/ rive gauche de la Seine/G. MIRO y LLEO/ Barcelone' (on the reverse); further inscribed with title, date and address (on the backboard) oil on board each 15.5 x 23.7cm (6 1/8 x 9 5/16in).(2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200



135



136





137



137



138

137 AR

NOEL GEORGES BOUVARD (FRENCH, 1912-1975)

A gondolier on a Venetian backwater; a pair one signed 'Bouvard' (lower right); the other signed 'Bouvard' (lower left) oil on canvas each 27.2 x 35.2cm (10 11/16 x 13 7/8in).(2)

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

Provenance

E. Stacy Marks Ltd., Eastbourne. Private collection, UK.

138 ^{AR}

ANTOINE BOUVARD (FRENCH, 1870-1956)

A gondolier on a Venetian canal signed 'Bouvard' (lower right) oil on canvas 49.5 x 65cm (19 1/2 x 25 9/16in).

£3,500 - 4,500 €4,500 - 5,800 US\$5,000 - 6,500

Provenance

Private collection, UK (acquired directly from the artist circa 1950).



139 * AR

ANTOINE BOUVARD (FRENCH, 1870-1956)

View of a Venetian canal signed 'Bouvard' (lower right) oil on canvas 65 x 93cm (25 9/16 x 36 5/8in).

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000



140 ^{AR}

NOEL GEORGES BOUVARD (FRENCH, 1912-1975)

Gondola on a Venetian canal with the San Marco Campanile in the distance signed 'Bouvard' (lower left) oil on canvas 65 x 85cm (25 9/16 x 33 7/16in).

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000



141 ^{AR}

ANTOINE BOUVARD (FRENCH, 1870-1956)

Golden light on a Venetian canal signed 'Bouvard' (lower right) oil on canvas 64.8 x 99cm (25 1/2 x 39in).

£6,000 - 8,000 €7,800 - 10,000 US\$8,600 - 11,000

Provenance

W.H. Patterson, London. Private collection, UK.





143

ELIAS PIETER VAN BOMMEL (DUTCH, 1819-1890)

Winterlandschap

signed and indistinctly dated 'E P van Bommel/1875' (lower right); signed, indistinctly inscribed and dated (on a label attached to the stretcher verso)

oil on canvas

44 x 67.5cm (17 5/16 x 26 9/16in).

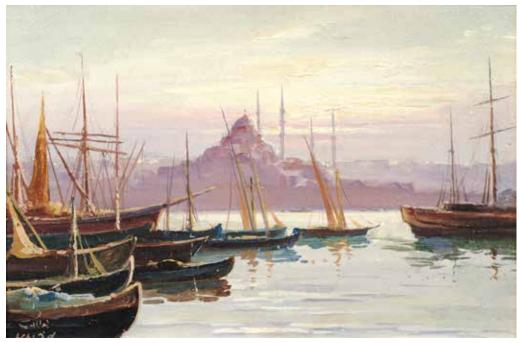
£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

NICOLA F. CRESCIMANNO (ITALIAN, ACTIVE LATE 19TH **CENTURY)**

HMS Serapis in Malta signed and dated 'Crino_1876.' (lower left) oil on panel 27.5 x 44cm (10 3/4 x 17 1/4in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

In September 1875 HMS Serapis transported the Prince of Wales and his retinue to India to celebrate Queen Victoria's appointment as Empress of India. They stopped in Malta twice, once on route to India from the 7-12 October 1875 and again on the return journey from 6-11 April 1876. Given the date of the work it is likely that the painting depicts Serapis on its second visit to Malta.



144



144

HALID NACI (TURKISH, 1875-1921)

Views of Constantinople from the Bosphorus; a pair both signed 'HALID' (lower left) oil on board each 20.3 x 30.5cm (8 x 12in).(2)

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600





146



145

JOHANNES FREDERICK HULK (DUTCH, 1855-1913)

A view of Amsterdam signed 'F. Hulk' (lower left) oil on canvas 63 x 92cm (24 13/16 x 36 1/4in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

146

WILLIAM DOMMERSEN (DUTCH, 1850-1927)

Dutch river scenes; a pair one signed 'WDommersen' (lower centre); the other signed 'WDommersen' (lower right) oil on canvas each 30.5 x 41cm (12 x 16 1/8in).(2)

£1,200 - 1,800 €1,600 - 2,300 US\$1,700 - 2,600



ATTRIBUTED TO JOHANNES FREDERIK HULK I (DUTCH, 1829-1911)

Figures on a busy quay bears signature (lower left) oil on canvas 72 x 93cm (28 3/8 x 36 5/8in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

148

JAN JACOB SPOHLER (DUTCH, 1811-1866)

Dutch river landscape signed 'J. J. Spohler f' (lower right) oil on panel 30.5 x 41.4cm (12 x 16 5/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900







150

149

GEORGES-MARIE-JULIEN GIRARDOT (FRENCH, 1856-1914)

Dejeuner en plein air oil on panel 107 x 32cm (42 1/8 x 12 5/8in).

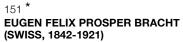
£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900 JAMES MACDONALD BARNSLEY (CANADIAN, 1861-1929)

Landscape with a figure on a path signed and dated 'J.M.Barnsley '84' (lower right) oil on canvas 32.5 x 55.5cm (12 13/16 x 21 7/8in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

This is possibly a view of Morlaix, Brittany.





Plattenburg signed 'Eugen Bracht' (lower left); bears date and inscription '1904, Plattenburg/Huflattich an der Karlhaus' (on the reverse) an der Karinaus (on the reverse) oil on board 47.5 x 69cm (18 11/16 x 27 3/16in). Sold together with two other works by the artist, one 43 x 57cm (16 15/16 x 22 7/16in); the other 38 x 49cm (14 15/16 x 19 5/16in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

(3)



151







152

EUGENE PETIT (FRENCH, 1839-1886)

indisctinctly signed with initials 'E. P' (lower right) oil on canvas 38 x 46cm (14 15/16 x 18 1/8in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

153

EUGENE PETIT (FRENCH, 1839-1886)

Pointers in a landscape signed 'E. Petit' (lower left) oil on canvas 54 x 65cm (21 1/4 x 25 9/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200





155

154

ENRICO COLEMAN (ITALIAN, 1846-1911)

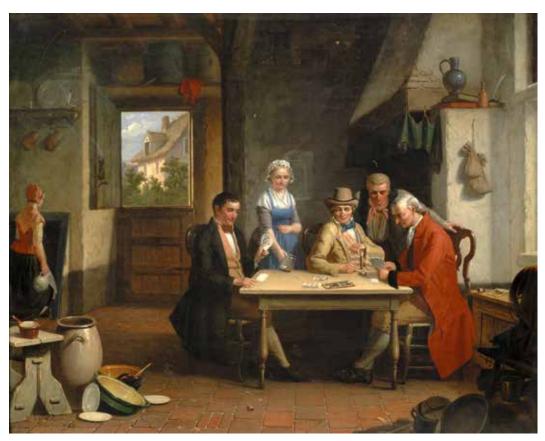
Girl with red umbrella signed and inscribed 'E. Coleman/Roma' (lower right) watercolour 18 x 51cm (7 1/16 x 20 1/16in).

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700 155 *

LUIGI BERTELLI (ITALIAN, 1833-1916)

Cows resting by the water's edge signed 'Bertelli' (lower left) oil on canvas 50 x 70cm (19 11/16 x 27 9/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200





156

C. DE VYLDER (DUTCH, 1840-1880)

The card game signed, dated and indistinctly inscribed 'C. De Vylder/..1860' (lower left) oil on panel 53.5 x 67.5cm (21 1/16 x 26 9/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

157

ALBERT JOSEPH PENOT (FRENCH, 1862-1930)

The silk bow signed 'A.Penot' (upper right) oil on canvas 46.5 x 33cm (18 5/16 x 13in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200



158 *

EVERT PIETERS (DUTCH, 1856-1932)

Domestic bliss signed 'E. Pieters.' (lower right) oil on canvas 79 x 93cm (31 1/8 x 36 5/8in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

PIERRE JEAN EDMOND CASTAN (FRENCH, 1817-1892)

The errand signed and dated 'Edmond Castan/1863' (lower right) oil on panel 27 x 21cm (10 5/8 x 8 1/4in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

M. Newman, Ltd., London.





160



160 *

EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)

The flower signed 'EZampighi' (lower left) oil on canvas 61 x 46cm (24 x 18 1/8in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

161 *

EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)

The concertina signed 'EZampighi' (lower left) oil on canvas 60 x 36cm (23 5/8 x 14 3/16in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

THÉODORE GÉRARD (BELGIAN, 1829-1895)

Scène familiale signed and dated 'Th. Gerard. 1864' (lower oil on panel 75 x 60.5cm (29 1/2 x 23 13/16in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

163 * AR

BERNARD POTHAST (DUTCH, 1882-1966)

The first lesson signed 'B. Pothast' (lower right) oil on canvas 75 x 66cm (29 1/2 x 26in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

Provenance

Thomas McLean Gallery, Haymarket.









164

EUGENIO ALVAREZ DUMONT (SPANISH, 1864-1927)

The bull fight signed and dated 'Alvarez Dumont/1894' (lower left) oil on panel 27.5 x 45cm (10 13/16 x 17 11/16in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

165 ^{AR}

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Night time reverie signed 'EDOUARD CORTÈS.' (lower right) oil on canvas 33.5 x 25cm (13 3/16 x 9 13/16in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

Exhibited

Liège, Salon Trienal, 4 May 1912 - 30 June 1912.

166 ^{AR}

LÉON BELLEMONT (FRENCH, 1866-1961)

Unloading the catch signed and dated 'Léon Bellemont/1928' (lower right) oil on canvas 61 x 73cm (24 x 28 3/4in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

ARMAND GUÉRY (FRENCH, 1850-1912)

Messe de minuit, nuit de noël, à Bertincourt en Champagne

signed and dated 'Armand Guéry -1900-' (lower left); inscribed 'Messe de minuit, nuit de noël, à Bertincourt en Champagne (claire de lune, sur la neige)' (on a label attached to the stretcher verso) oil on canvas 81.7 x 116cm (32 3/16 x 45 11/16in).

£1,200 - 1,800 €1,600 - 2,300 US\$1,700 - 2,600

168 *

MAX TILKE (GERMAN, 1869-1943)

Washer women signed and dated 'Max Tilke 1902' (lower left) oil on canvas 56.5 x 76.5cm (22 1/4 x 30 1/8in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900



166



167





169



170

EDOUARD-MARIE-GUILLAUME DUBUFE (FRENCH, 1853-1909)

Portrait of Mrs Harry Vane Milbank, née Alice Sidonie Van den Bergh signed and dated 'Edouard Dubufe 1874' (lower left) oil on canvas, unframed 218 x 133cm (85 13/16 x 52 3/8in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

Provenance

From the sitter to her son, Albert de Belleroche (French 1864-1944). Thence by descent to the present owner.

The present lot portrays Alice Sidonie Van den Berg, daughter of Desire Baruch of Brussels, and a prominent socialite in London and Paris. Alice hosted great parties in both cities and was a good friend of both the Impératrice Eugénie, Napoleon 3rd's wife, in Paris and the Marquess of Queensberry in London. Described as having an 'almost legendary beauty', Alice's first marriage, to Edmund Charles, Marquis de Belleroche produced a son Albert, who went on to become a celebrated painter. But the marriage ended unhappily, and in 1871, Alice married Harry Vane Milbank, the nephew and heir-to-be of the Duke of Cleveland and a celebrated duellist, huntsman and adventurer; he was also an inveterate gambler. The family moved to Paris, where many great writers and artists were frequent visitors to Alice's salons, notably the writer and humourist Oscar Wilde and the great American painter John Singer Sargent (1856-1925).

170 AF

WILLEM GERARD HOFKER (DUTCH, 1902-1980)

Portrait of Jean Spears signed and dated 'W. G Hofker/1954' (upper right); inscribed 'Jean Spears' (upper left) oil on canvas 76 x 49cm (29 15/16 x 19 5/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Jean Spears (acquired directly from the artist).

Willem Gerard Hofker was born in The Hague in 1902. He attended the Haagse Academie and the Rijksacademie voor Beeldende Kunsten in Amsterdam. In 1938 Hofker, accompanied by his wife, travelled to the Dutch East Indies and stayed in Indonesia until 1944. During this time Hofker painted the Balinese landscape and numerous portraits of locals, focusing particularly on dancers. He had an eye for beauty and often they were portrayed in full dance regalia.

Hofker returned to Amsterdam in 1946 and the present lot was painted in 1954. The model, Jean Spears, was a member of a touring British dance company. Hofker frequented the rehearsals and after introducing himself to Spears, she agreed to sit for three portraits. The present lot depicts Spears in a Portugese style of dancing dress, chosen by Hofker. The unembellished background brings her to the forefront and her downward gaze and the full costume, is reminiscent of other portraits by Hofker of Balinese dancers executed in Indonesia.



CORALY DE FOURMOND (FRENCH, 1803-1853)

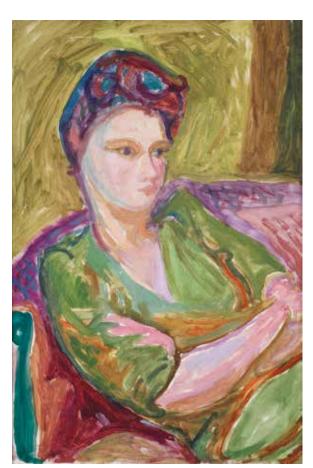
Portrait de Sidi Mohamed Machsen, gouverneur de Tripoli signed 'Coralie de Fourmond' (lower left) oil on canvas 91.5 x 73.5cm (36 x 28 15/16in).

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000

Literature

E. Bénézit, Dictionnaire critique et documentaire des Peintres, Sculpteurs, Dessinateurs et Graveurs, Paris, 1976, IV, p. 464.





173

172

MARIE-LOUISE-CATHERINE BRESLAU (SWISS, 1856-1928)

The Milliner signed with initials and dated 'LB./1899.' (lower left) oil on canvas 63.5 x 66cm (25 x 26in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

173 AR

HERNANDO VIÑES (1904-1993)

Retrato de mujer signed 'H Viñes' (on the reverse) oil on canvas 40.7 x 26.7cm (16 x 10 1/2in). Painted *circa* 1945-1950

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

The authenticity of this work has kindly been confirmed by the Association Hernando Viñes.

Provenance

Anon. sale, Christie's, London, 1 April 2008, lot 434.

Private collection, UK (acquired at the above

174 AR

BÉLA KÁDÁR (1877-1955)

Jeune femme signed 'KÁDÁR/BÉLA' (lower right) gouache on paper laid down on card 49 x 35cm (19 5/16 x 13 3/4in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance

Mrs Sandor Békeffi née Karola Weiszmann (possibly a gift from the artist). Private collection, UK (thence by descent to the present owner).

Béla Kádár is believed to have gifted the work to the first owner Mrs Sandor Békeffi née Karola Weiszmann, who was married to an editor of the Hungarian language newspaper of Milan Hodža agrarian party. Their house in Bratislava was a haven for exiled and transient Hungarian intellectuals, artists and writers.

175 AR

VICTOR HAAGEN-MÜLLER (DANISH, 1894-1959)

Morning, in the conservatory signed and dated 'V.Haagen-Müller.39.' (lower oil on canvas

120 x 100cm (47 1/4 x 39 3/8in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Anon. sale, Christie's, South Kensington, 20 March 1997, lot 20. Hanina Gallery, London.









176 ^{AR}

LOUIS ICART (FRENCH, 1888-1950)

The Kiss signed and dated 'Louis Icart/1914' (lower right) pastel 45.5 x 60cm (17 15/16 x 23 5/8in).

£1,200 - 1,500 €1,600 - 1,900 US\$1,700 - 2,200

177 AR

FERNAND TOUSSAINT (BELGIAN, 1873-1955)

Thoughtful signed 'FToussaint' (lower right) oil on canvas laid down on board 46 x 37cm (18 1/8 x 14 9/16in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300



178 ^{AR}

FERNAND TOUSSAINT (BELGIAN, 1873-1955)

Portrait d'une élégante signed 'FToussaint' (lower right) oil on canvas laid down on board 41 x 32cm (16 1/8 x 12 5/8in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

179 ^{AR}

OCTAVE DENIS VICTOR GUILLONNET (FRENCH, 1872-1967)

Tranquillité au jardin signed and inscribed 'En Hommage a Monsieur/Fernand David/ O.D.V.Guillonnet' (lower right) oil on canvas 73.6 x 60.9cm (29 x 24in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600



CHARLES GARABED ATAMIAN (ARMENIAN, 1872-1947)

Gazing out to sea signed 'Atamian/ch-' (lower left) oil on canvas 55 x 65.5cm (21 5/8 x 25 13/16in).

£20,000 - 30,000 €26,000 - 39,000 US\$29,000 - 43,000







181 ^{AR}

VICTOR GUERRIER (FRENCH, 1893-1968)

Portrait d'une femme élégante, Paris signed 'V. Guerrier' (lower left) oil on canvas 73 x 60cm (28 3/4 x 23 5/8in).

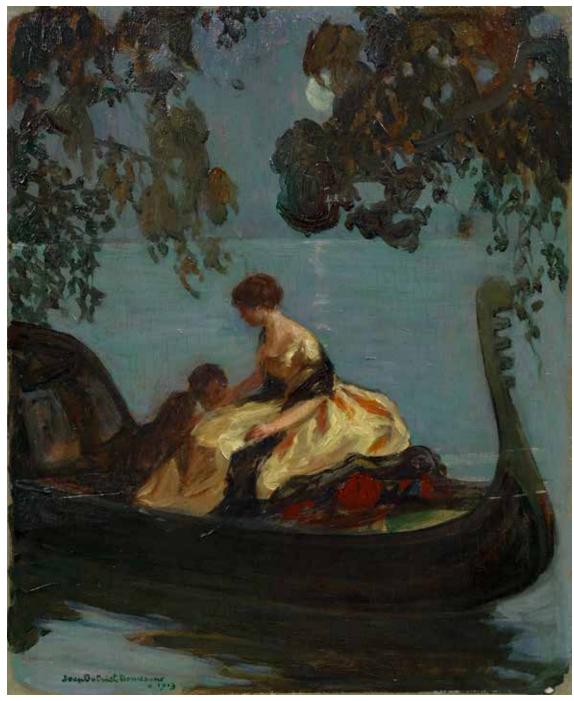
£5,000 - 8,000 €6,500 - 10,000 US\$7,200 - 11,000

182 ^{AR}

VICTOR GUERRIER (FRENCH, 1893-1968)

La promenade signed 'V. Guerrier' (lower right) oil on canvas 100 x 73cm (39 3/8 x 28 3/4in).

£5,000 - 8,000 €6,500 - 10,000 US\$7,200 - 11,000



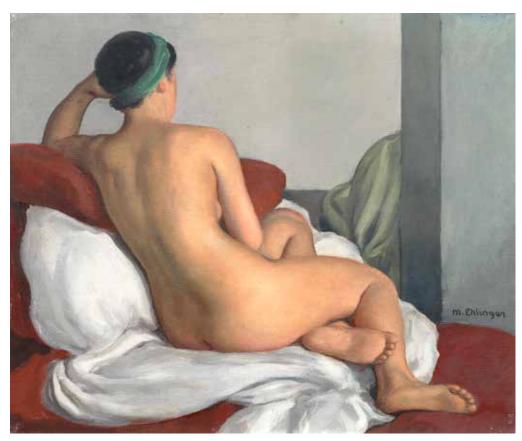
183 ^{AR}

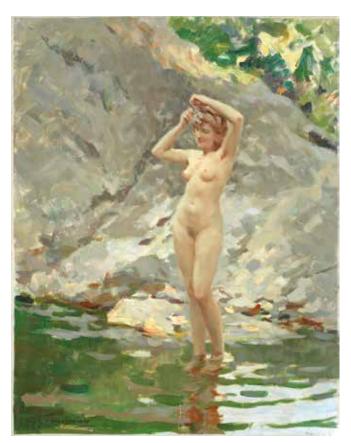
JEAN-GABRIEL DOMERGUE (1889-1962)

Couple dans une gondole au clair de lune signed and dated 'Jean Gabriel Domergue/1913' (lower left) oil on board 36 x 29.5cm (14 3/16 x 11 5/8in).

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000

The authenticity of this work has kindly been confirmed by Monsieur Noé Willer.





184 AR

MAURICE-AMBROISE EHLINGER (FRENCH, 1896-1981)

Nue assise signed 'M. Ehlinger' (centre right) oil on canvas 46 x 55cm (18 1/8 x 21 5/8in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

185 AR

LUCIEN HENRI GRANDGERARD (FRENCH, 1880-1970)

Baigneuse signed 'L.Grandgerard' (lower left) oil on paper laid down on board 64.5 x 50cm (25 3/8 x 19 11/16in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200



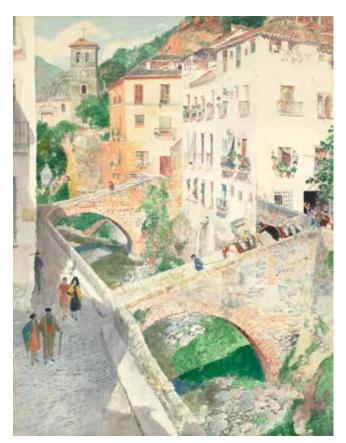
186

AYDEMIR SAIDOV (BORN 1979)

Sleeping beauty signed 'Saidov' (lower right); inscribed in Cyrillic, signed and dated 'Aydemir Saidov/2015 r.' (on the reverse) oil on canvas 50 x 76cm (19 11/16 x 29 15/16in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200





GEORGES STEIN (FRENCH, 1870-1955)

Marché aux fleurs, Quai de l'Horlage signed and inscribed 'Georges Stein Paris' (lower left) watercolour and gouache 38.7 x 56.5cm (15 1/4 x 22 1/4in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

188 * AR

FRANCIS SMITH (PORTUGUESE, 1881-1961)

Village activity signed 'Francis Smith' (lower right) watercolour and pencil 62 x 47cm (24 7/16 x 18 1/2in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300



189

VINCENT STOLTENBERG LERCHE (NORWEGIAN, 1837-1892)

Market day, in front of the Rathaus, Bremen signed, inscribed and dated 'Vinc. St-Lerche/ Ddf 1891' (lower left) watercolour and bodycolour 61.6 x 80.6cm (24 1/4 x 31 3/4in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

190 *

ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

Campanile del Palazzo, Vecchio, Firenze signed 'ABrandeis.' (lower right) oil on board 24 x 15cm (9 7/16 x 5 7/8in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300



190





ANTOINE BLANCHARD (FRENCH, 1910-1988)

Boulevard de la Madeleine signed 'Antoine Blanchard' (lower right); signed and inscribed 'A. Blanchard/PARIS/Bd de la MADELEINE' (on the reverse) oil on canvas 33 x 46cm (13 x 18 1/8in).

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

192 ^{AR}

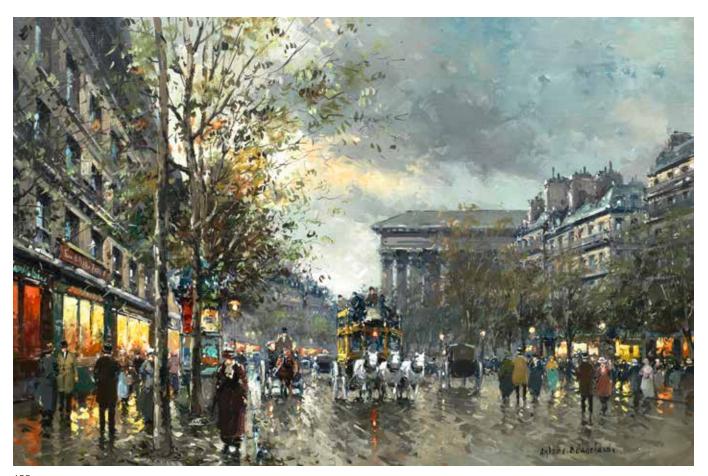
ANTOINE BLANCHARD (FRENCH, 1910-1988)

Arc de Triomphe, Avenue des Champs-Élysées, Paris signed 'Antoine. Blanchard.' (lower left); signed and inscribed 'A. Blanchard/PARIS./ CHAMPS ELYSEES' (verso) oil on canvas 46 x 55cm (18 1/8 x 21 5/8in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

Provenance

Omell Galleries, London.



193 ^{AR}

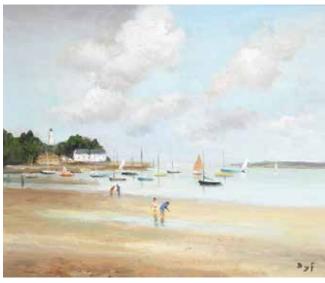
ANTOINE BLANCHARD (FRENCH, 1910-1988)

Boulevard de la Madeleine signed 'Antoine. Blanchard.' (lower right) oil on canvas 61 x 91cm (24 x 35 13/16in).

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000



194



195



194 * AR

MARCEL DYF (1899-1985)

Chemin tournant signed 'Dyf' (lower right) oil on canvas 60.2 x 73cm (23 11/16 x 28 3/4in). Painted in 1976

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 2677.

Provenance

Frost & Reed, London, no. 51777. E. Stacy-Marks Ltd., Eastbourne, no. D.2178.

195 * AR

MARCEL DYF (1899-1985)

Pêcheurs à Port Navalo signed 'Dyf' (lower right) oil on canvas 46 x 55cm (18 1/8 x 21 5/8in). Painted in 1980

£2,500 - 3,500 €3,200 - 4,500 US\$3,600 - 5,000

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 3264.

Provenance

Frost & Reed, London, no. 1533.

196 AR

HENRI HAYDEN (1883-1970)

La Marne à Ussy-sur-Marne signed and dated 'Hayden/57' (lower left) oil on board 38.1 x 45.7cm (15 x 18in). Painted in 1957

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

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

Provenance

Anon. sale, Sotheby's, Olympia, 24 March 2004, lot 75. Private collection, UK (acquired at the above sale).

Samuel Barclay Beckett (1906 – 1989), the Irish playwright, novelist and poet, purchased a house in *Ussy-sur-Marne*, France. Hayden became friends with the Nobel prize-winning author while they were evading the Nazis during WWII. Numerous letters and cards were sent between the two after the war – both a difficult time for Beckett (he had recently lost his mother and brother) and one when his writing was particularly productive. Beckett in turn aided Hayden in a range of tasks, most notably introducing the artist to the dealer Victor Waddington and sorting out his finances. It was most likely Beckett who introduced Hayden to this village whilst he was living there.

GEORGES ROBIN (FRENCH, 1895-1981)

Le Brevil, Charente signed and inscribed 'Le Brevil-Charente-/ Georges Robin' (on the reverse) oil on canvas 60 x 73cm (23 5/8 x 28 3/4in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Omell Galleries, London. Private collection, UK.

198

MAXIMILIEN LUCE (1858-1941)

Bords de la Bresle signed 'Luce' (lower left); signed, dated and indistinctly inscribed 'Luce 1939/Bords de la Bresle/Les..' (on the reverse) oil on board 21.2 x 36cm (8 3/8 x 14 3/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

The authenticity of this work has kindly been confirmed by Madame Denise Bazetoux.

VICTOR CHARRETON (FRENCH, 1864-1937)

The shepherd signed 'Victor Charreton' (lower left) oil on board 36.7 x 50.9cm (14 7/16 x 20 1/16in).

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900



197



198



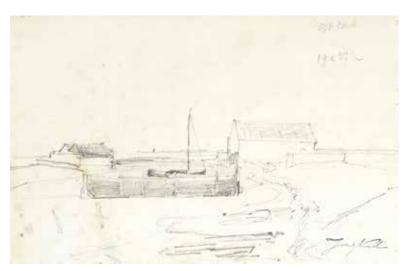
199



200



201



200

JULES PASCIN (FRENCH, 1885-1930)

Paysage à la Havane signed 'Pascin' (lower right) pencil, watercolour and charcoal on paper laid down on card 18.4 x 25cm (7 1/4 x 9 13/16in). Executed circa 1915

£1,500 - 2,500 €1,900 - 3,200 US\$2,200 - 3,600

The authenticity of this work has kindly been confirmed by Mr. Gérard Rambert.

Provenance

Maximilien Luce Collection.
Private collection (acquired from the above).
Anon. sale, Sotheby's, Paris, 1 July 2015, lot
18.
Private collection (acquired at the above sale).

201

JOHAN BARTHOLD JONGKIND (DUTCH, 1819-1891)

La péniche stamped with the artist's signature 'Jongkind' (lower right) charcoal and wash on paper 19 x 27.5cm (7 1/2 x 10 13/16in). There is an additional sketch on the reverse of the present lot stamped with the artist's signature 'Jongkind' (lower right)

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

This work will be included in the forthcoming critique de l'oeuvre graphique currently being prepared by Galerie Brame et Lorenceau and Janine Sinizergues.

Provenance

Comte Arnaud Doria Collection. Estate of Comte Renaud Doria; sale, Hôtel des Ventes de Senlis, Senlis, 16 December 2012, lot 169. Private collection, UK (acquired at the above

sale).

Exhibited

Paris, Galerie Guy Stein, *J.B. Jongkind*, November 1936, no. 160.
Dordrecht, Dordrecht Museum, *Jongkind*, 11 September - 10 October 1982, no. 2.
Tokyo, Odakyu Grand Gallery, *Jongkind*, 29 October - 10 November 1982.
Nagasaki, Nagasaki Prefectural Art Museum, *Jongkind*, 13 November - 5 December 1982.
Mie, The Mie Prefectural Art Museum, *Jongkind*, 8 January - 13 February 1983.



202

202

JEAN FRANÇOIS RAFFAËLLI (FRENCH, 1850-1924)

Vue présumée d'un village à Jersey à la tombée du jour signed 'JFRAFAËLLI' (lower right) oil on canvas 40 x 63cm (15 3/4 x 24 13/16in).

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000

The authenticity of this work has kindly been confirmed by Galerie Brame & Lorenceau and this work is registered in their archives.



203



 $203~{\rm AR}$

THÉO TOBIASSE (1927-2012)

Nature morte aux fruits signed 'Theo Tobiasse' (upper right); inscribed 'nature morte aux fruits' (upper left); dated '70' (centre left) oil on canvas 50 x 50cm (19 11/16 x 19 11/16in). Painted in 1970

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

The authenticity of this work has kindly been confirmed by Madame Catherine Faust-Tobiasse.

This work will be included in the forthcoming Théo Tobiasse *catalogue raisonné* currently being prepared by Madame Catherine Faust-Tobiasse.

Provenance

Private collection, UK.

204 AR

HENRI HAYDEN (1883-1970)

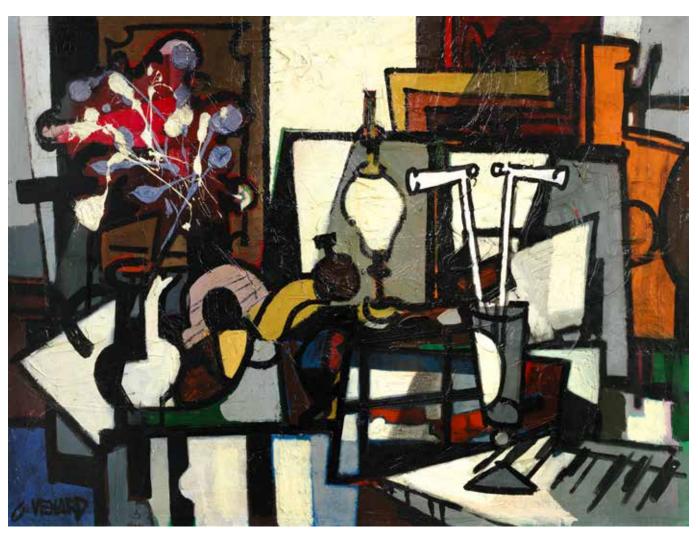
Le pot bleu et fraises signed and dated 'Hayden/61' (lower right) oil on canvas 45.7 x 59.7cm (18 x 23 1/2in). Painted in 1961

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

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

Provenance

Waddington Galleries, London. Private collection, UK (acquired from the above).



205

$205 \ ^{\hbox{\scriptsize AR}}$

CLAUDE VENARD (1913-1999)

Intérieur au bouquet signed 'C. VENARD' (lower left) oil on canvas, unframed 97 x 130cm (38 3/16 x 51 3/16in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

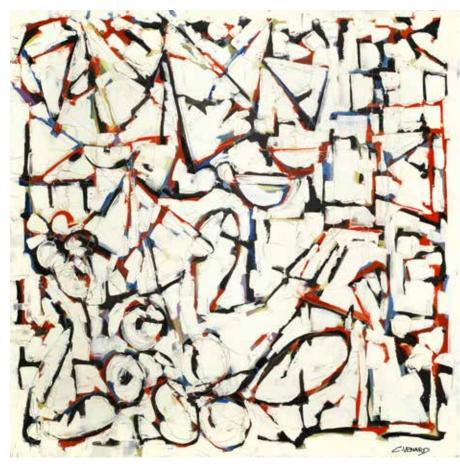
The authenticity of this work has kindly been confirmed by Monsieur Alain Vercel.

Provenance

Anon. sale, Jean-Claude Anaf & Associé Anaf, Lyon, 9 November 2000, lot 210.



206



206 ^{AR}

CLAUDE VENARD (1913-1999)

Paysage signed and dated 'C. VENARD 57' (lower right) oil on canvas, unframed 129.6 x 97.1cm (51 x 38 1/4in). Painted in 1957

£3,500 - 4,500 €4,500 - 5,800 US\$5,000 - 6,500

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

Provenance

Anon. sale, Tajan, Paris, 4 December 1998, lot 317.

207 AR

CLAUDE VENARD (1913-1999)

Nu blanc signed 'C. VENARD' (lower right) oil on canvas, unframed 100 x 100cm (39 3/8 x 39 3/8in).

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

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

Provenance

Galerie Romanet Rive-Gauche, Paris.



208

 $208 \, ^{\mathrm{AR}}$

CLAUDE VENARD (1913-1999)

L'arlequin aux cartes signed 'C. VENARD' (lower right) oil on canvas, unframed 146 x 114cm (57 1/2 x 44 7/8in).

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600

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

This work is accompanied by a certificate of authenticity from Monsieur Félix Vercel.

Provenance

Galerie Félix Vercel, Paris.



209



210



209 * AR

GEN PAUL (1895-1975)

Le Quatuor à Cordes signed 'Gen Paul' (lower left) pastel and crayon on paper 40.5 x 53.5cm (15 15/16 x 21 1/16in). Executed circa 1965

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

The authenticity of this work has kindly been confirmed by Monsieur Julien Roussard.

210 * AR

GEN PAUL (1895-1975)

Notre Dame signed 'Gen Paul' (lower left) gouache and watercolour on paper laid down on card 50 x 65cm (19 11/16 x 25 9/16in). Executed circa 1970

£1,500 - 2,000 €1,900 - 2,600 US\$2,200 - 2,900

The authenticity of this work has kindly been confirmed by Monsieur Julien Roussard.

211 * AR

GEN PAUL (1895-1975)

Cheveaux de course signed 'Gen Paul' (upper right); indisctinctly signed 'Gen Paul' (lower right) gouache and watercolour on paper laid down on card 50 x 65cm (19 11/16 x 25 9/16in). Executed circa 1970

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

The authenticity of this work has kindly been confirmed by Monsieur Julien Roussard.

212^{AR}

PAOLO MANAZZA (BORN 1959)

Love Swing oil on canvas 50 x 50cm (19 11/16 x 19 11/16in). Painted in 2015

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

The work is accompanied by a certificate of authenticity from Paolo Manazza.

213 AR

RAOUL UBAC (BELGIAN, 1909-1985)

Le Lapin Marionette signed with initials and dated 'R. U. 46.' (lower left) gouache 38.5 x 27.7cm (15 3/16 x 10 7/8in).

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

Provenance

Mr. Henry Roland. Private collection, UK (thence by descent to the present owner).



212







PIERRE BONNARD (1867-1947)

Tête de cheval signed with artist's monogram and numbered '22/24' (on the reverse) bronze with dark brown patina 4 x 18.2cm (1 9/16 x 7 3/16in) (excluding base)
Cast by C. and L. Valsuani in a numbered edition of 24 from 1948

£800 - 1,200 €1,000 - 1,600 US\$1,100 - 1,700

Provenance

Rune Hägg, Gothenburg. Private collection, UK (thence by descent to the present owner).

Literature

A. Pingeot, *Bonnard Sculpteur: Catalogue raisonné*, Paris, 2006, pp. 138-141 (other casts illustrated p. 140, no. 110).

215 AR

PIERRE BONNARD (1867-1947)

Cheval marin signed with artist's monogram (on the right side of the base) and numbered '22/24' (on the reverse) bronze with dark brown patina

11.2 x 18.3cm (4 7/16 x 7 3/16in).
Cast by C. and L. Valsuani in a numbered edition of 24 from 1948

£1,000 - 1,500 €1,300 - 1,900 US\$1,400 - 2,200

This work is accompanied by a photocertificate of authenticity from Monsieur Charles Terrasse.

Provenance

Rune Hägg, Gothenburg. Private collection, UK (thence by descent to the present owner).

Literature

A. Pingeot, *Bonnard Sculpteur: Catalogue raisonné*, Paris, 2006, pp. 122-125 (another cast illustrated p. 125, no. 99).



PIERRE BONNARD (1867-1947)

Baigneuse assise

signed with artist's monogram and numbered '22/24' (on the reverse) bronze with black patina

15cm (5 7/8in) high

Cast by C. and L. Valsuani in a numbered edition of 24 from 1948

£4,000 - 6,000 €5,200 - 7,800 US\$5,700 - 8,600 This work is accompanied by a photo-certificate of authenticity from Monsieur Charles Terrasse.

Provenance

Rune Hägg, Gothenburg.

Private collection, UK (thence by descent to the present owner).

A. Pingeot, Bonnard Sculpteur: Catalogue raisonné, Paris, 2006, pp. 94-99 (another cast illustrated p. 98, no. 79).



PABLO PICASSO (1881-1973)

Quatre profils enlacés stamped 'Madoura Plein Feu/Empreinte originale de Picasso' (underneath) unglazed terracotta plate 26cm (10 1/4) diameter Conceived in 1949 and executed in an edition of 25, this work is a variant in colour

£3,000 - 5,000 €3,900 - 6,500 US\$4,300 - 7,200

Literature
A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 89 (another version illustrated p. 55).



PABLO PICASSO (1881-1973)

Nature morte stamped 'Madoura Plein Feu/Edition Picasso' (underneath) partially glazed and engraved ceramic plate 39 x 32cm (15 3/8 x 12 5/8in). Conceived in 1953 and executed in an edition of 400

£5,000 - 7,000 €6,500 - 9,100 US\$7,200 - 10,000

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 219 (another version illustrated p. 118).



219

PAUL GUILLAUME (1891-1934)

signed and dedicated 'Paul Guillaume/à Solange/Berta/gna' (lower right); indistinctly inscribed and dated 'Beaux-Art/Aout/1928' (lower left) oil on board

22 x 16cm (8 11/16 x 6 5/16in).

£2,000 - 3,000 €2,600 - 3,900 US\$2,900 - 4,300

Provenance

Madame Solange Bertagna, Paris (possibly acquired directly from the artist). Private collection, UK (thence by descent to the present owner).

The present lot is painted by the renowned art dealer Paul Guillaume, who was born in Paris in 1891. Guillaume was an avid collector. publisher and promoter of avant-garde art and African tribal art. He aspired to be a professional artist, however, with little formal art training and impatient to earn money, he started his career in a garage in Paris.

Guillaume's interest in traditional African sculpture was piqued when a tribal mask from Gabon was included in a shipment of rubber to the garage. He started importing works from African traders and became acquainted with Guillaume Apollinaire and Max Jacob, who encouraged this trade. His first gallery opened on Rue de Miromesnil in 1914, with a show promoting Rayonism. As well as primitive African art, Guillaume collected and sold works by numerous emerging modernist artists such as Matisse, Picabia, Derain, Modigliani, Soutine, Renoir, Picasso and Giorgio de Chirico. Part of his impressive collection is now housed in the Musée de l'Orangerie in Paris.

Guillaume's affiliation with primitive African art is evident in the present lot. He has adopted pictorial flatness and reduced geometric forms to portray a distorted figure's head. The two-dimensional space is heightened by a plain background and the realigned cubist shapes exemplify the burgeoning trend among avant-garde artists to challenge traditional depictions.

The present lot is dedicated to Solange Bertagna, who was born in Bône, Algérie. She moved to Paris at a young age and became connected with Guillaume through their shared passion for African art. The present lot has remained in the family since it was acquired.

End of Sale

The next sale of British and European Art is on 28 June 2016

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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 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. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement. All the sums payable to us by the Buyer are subject to VAT. For this Sale the following rates of Buyer's Premium will be payable by Buyers on each lot purchased:

25% up to Σ 50,000 of the Hammer Price 20% from Σ 50,001 to Σ 1,000,000 of the Hammer Price 12% from Σ 1.000.001 of the Hammer Price

The Buyer's premium is payable for the services to be provided by Bonhams in the Buyer's Agreement which is contained in the Catalogue for this Sale and for the opportunity to bid for the Lot at the Sale.

On certain Lots, which will be marked "AP" 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 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
- 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
- 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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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;

Cash: you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques 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, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

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

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

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

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing

Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a '\$58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non–Burmese origin require certification before import into the US and it is the *Buyer*'s responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howspeyer incurred

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- · "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/ or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

21. PICTURES

Explanation of Catalogue Terms

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

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

 "After 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
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the Hammer Price, unless the wines are to remain under Bond. Buyers requiring their wine to remain in Bond must notify Bonhams at the time of the Sale. The Buyer is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such Lots must be transferred or collected within two weeks of the Sale.

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.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Itd 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.
- Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

RISK, PROPERTY AND TITLE

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

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

COLLECTION OF THE LOT

7

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

- 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.

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

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

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:
- 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
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for 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.
- 7.2 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.

- 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

9.2.3

- 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
 - 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*

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

the original invoice was made out by us to you in respect of the ${\it Lot}$ and that invoice has been paid; and

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

"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

- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale.
- "Business" includes any trade, Business and profession.
- "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- **"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf
- "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.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.
- **"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
- **"interpleader proceedings":** proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the *Lot* to retain possession of it.
- "risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a *Lot*.
- "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)



Please circle you	r bidding metho	od above.				
			Sale title: British and European Art	Sale date: 22 March 2016		
			Sale no. 23538	Sale venue: Knightsbridge		
This sale will be co Bonhams' Condition at the Sale will be You should read the the Sale Information out the charges pa you make and othe buying at the Sale. have about the Co These Conditions a	(for office use of inducted in accordance of Sale and bidderegulated by these the Conditions in coon relating to this syable by you on the reterns relating to You should ask anditions before signless contain certain yers and limit Bonks.	ance with ding and buying conditions. njunction with sale which sets ne purchases bidding and ny questions you ining this form. undertakings	£200 - 500by 20 / 50 / 80s £2 £500 - 1,000by 50s £5 £1,000 - 2,000by 100s £1	ent. Please refer to the Notice to Bidders in the catalogue online or absentee bids on your behalf. Bonhams will		
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		he terms of our	First Name	Last Name		
you may have given	at the time your info f our Privacy Policy c	ormation was	Company name (to be invoiced if applicable)	Company name (to be invoiced if applicable)		
our website (www.b	oonhams.com) or red ices Department, 10	quested by post	Address	Address		
Street, London W1S	1SR United Kingdor					
from info@bonhams.com. Credit and Debit Card Payments There is no surcharge for payments made by debit cards ssued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.			City	County / State		
			Post / Zip code	Country		
			Telephone mobile	Telephone daytime		
Notice to Bidders.	d to provide abotom	raphic proof of	Telephone evening Fax			
Clients are requested to provide photographic proof of D - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, 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. For higher value lots you may also be asked to provide a bank reference.		gether with proof d statement e a copy of their tion documents, dividual to bid on this may result in er value lots you	Preferred number(s) in order for Telephone Bidding (inc. country code) E-mail (in capitals) By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
f successful			I am registering to bid as a private buyer	I am registering to bid as a trade buyer		
will collect the purc Please contact me w	chases myself vith a shipping quote		If registered for VAT in the EU please enter your registration her	e: Please tick if you have registered with us before		
(if applicable)			Please note that all telephone calls are recorded.			
Telephone or Absentee (T / A) Lot no. Brief description		Brief description	1	MAX bid in GBP (excluding premium & VAT) Covering bid*		
FOR WINE SALES	ONLY					
	available under bond	f" in bond	will collect from Park Royal or bonded warehouse Please inc	clude delivery charges (minimum charge of £20 + VAT)		
BY SIGNING THIS BY THEM, AND A	FORM YOU AGREE	THAT YOU HAVE	SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD O 1, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE	UR CONDITIONS OF SALE AND WISH TO BE BOUND TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.		
Your 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.





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