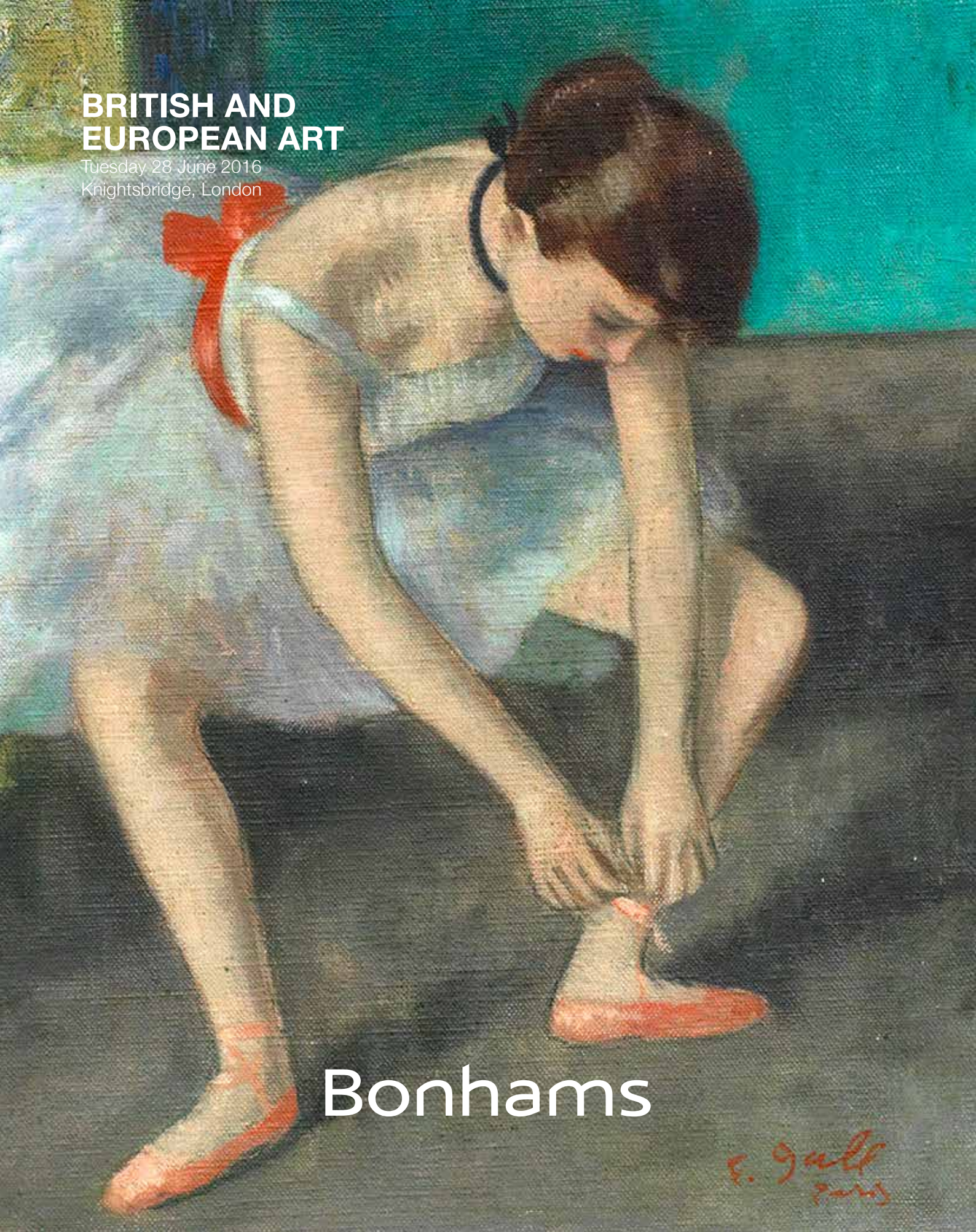


**BRITISH AND
EUROPEAN ART**

Tuesday 28 June 2016
Knightsbridge, London



Bonhams

*E. Gull
2015*



T. C. Golig
1887

BRITISH AND EUROPEAN ART

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

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

Tuesday 28 June 2016 at 1pm

Knightsbridge, London

BONHAMS

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Inside Front Cover: Lot 24
Inside Back Cover: Lot 170

SALE NUMBER

23539

CATALOGUE

£12

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

Please see back of catalogue for important notice to bidders

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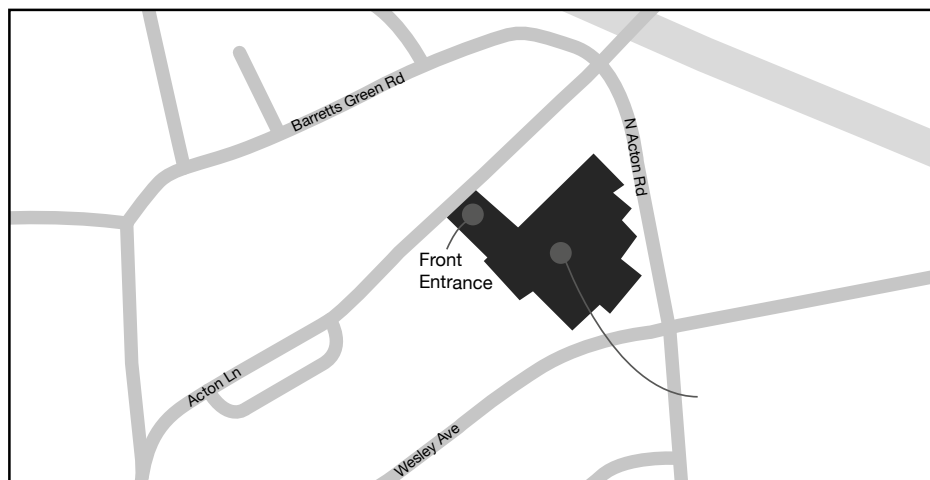
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† VAT 20% on hammer price and buyer's premium

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All sold lots marked WT will be removed to Ward Thomas Removals Ltd, 141 Acton Lane from 9.00am on Thursday 30 June 2016.

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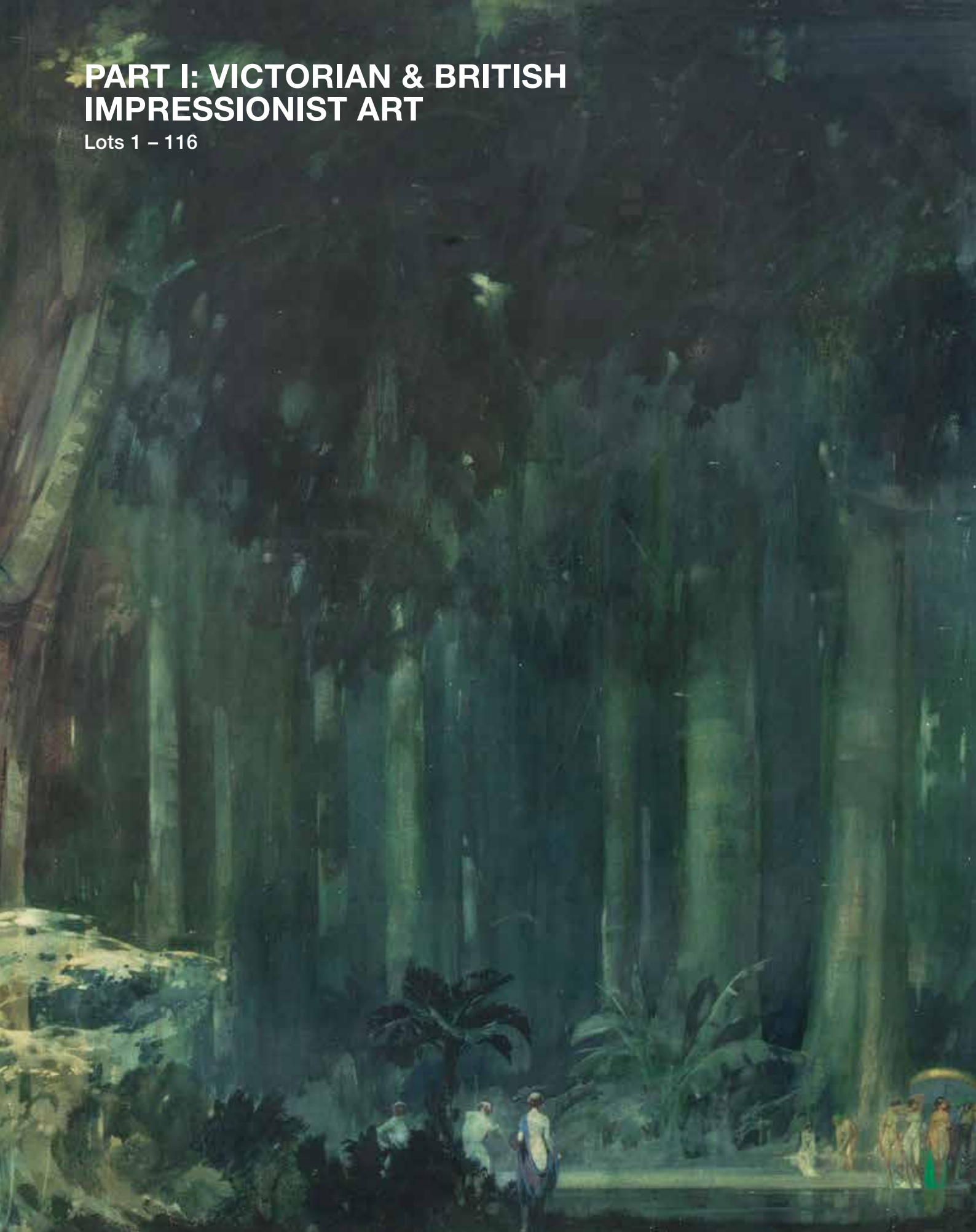
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PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

Lots 1 – 116





1



2

1 AR

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

Pauline
signed 'W Russell Flint' (lower left)
coloured chalks
image 23 x 35.5cm (9 1/16 x 14in); sheet 38 x 43cm (14 15/16 x 16 15/16in).

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

2 AR

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

Picnic at Eskdale
signed 'W. RUSSELL FLINT' (lower left)
watercolour
34.5 x 50 cm. (13 9/16 x 19 11/16 in.)

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

Provenance

The Fine Art Society, London, 1923.
Duncan R Miller Fine Arts, London.



3

3 AR

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

'Jasmin'

signed 'WRussellFlint-' (lower left); signed and inscribed with the title (on the reverse)

red chalk

13.9 x 29.2cm (5 1/2 x 11 1/2in).

£1,500 - 2,000

€1,900 - 2,600

US\$2,200 - 2,900

Provenance

Gifted to the sitter by the artist.

Thence by family descent.

This work is sold together with a letter from Sir William Russell Flint to Jasmin along with six photographs of works by the artist depicting Jasmin, her mother Bernedette and her aunt Consuelo, who were all regular models for Flint. All of these photographs are signed and inscribed by the artist *verso*.

4 AR

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

'Gossips, Cobonne'

signed 'W.RUSSELL FLINT' (lower right); inscribed, signed and dated 'Gossips, Cobonne/WRussell Flint/1959/Drôme Valley/France' (on the reverse)

watercolour

55.9 x 38.1cm (22 x 15in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200



4



5

5 AR

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

'Gipsies at Argilliers'

signed 'W Russell Flint-' (lower right); indistinctly inscribed and dated in pencil '11.4.49' (upper right); signed and titled (on the reverse)

watercolour

34.5 x 51cm (13 9/16 x 20 1/16in).

£5,000 - 7,000

€6,500 - 9,000

US\$7,200 - 10,000

Provenance

Richard Green, London, no. 598.



6

6 AR

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

Bathers

signed 'W.RUSSELL FLINT-' (lower right)

watercolour

21.6 x 29.3cm (8 1/2 x 11 9/16in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700



7



8

7 AR

FRED TAYLOR (BRITISH, 1875-1963)

Forest Pool

signed 'FRED TAYLOR' (lower left)

watercolour

87.6 x 100.4cm (34 1/2 x 39 1/2in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

Exhibited

London, Royal Institute of Painters in Watercolours, no 3.

8

NORMAN PRESCOTT-DAVIES (BRITISH, 1862-1915)

Classical maiden

signed and dated 'N.PRESCOTT-DAVIES.1899.' (on overlap)

oil on canvas

112.5 x 68cm (44 5/16 x 26 3/4in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700

Provenance

Anon. sale, Sotheby's London, 31 January 1989, lot 302.

Private collection, UK.



9

9
FOLLOWER OF ALBERT JOSEPH MOORE (BRITISH, 1841-1893)

Idleness
 oil on canvas
 53.5 x 89cm (21 1/16 x 35 1/16in).

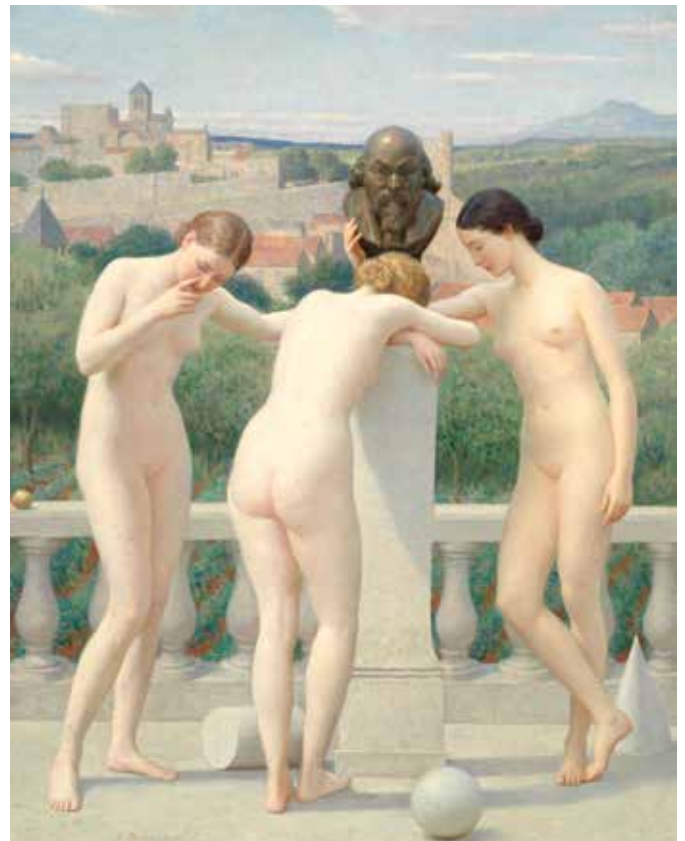
£1,000 - 1,500
 €1,300 - 1,900
 US\$1,400 - 2,200

10 AR

JOHN BULLOCH SOUTER (BRITISH, 1890-1972)

Three nudes in a classical landscape
 signed 'J B Souter' (lower left)
 oil on board
 45 x 35cm (17 11/16 x 13 3/4in).

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



10



11 AR WT

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

Portrait of Sir Philip Dawson M.P. (1866-1938)
signed 'Stanhope a. Forbes/1914' (lower right)
oil on canvas
127 x 101.6cm (50 x 40in).

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

Provenance

The Energy Institute, London.

Exhibited

London, Royal Academy, 1914, no 694.

Literature

Royal Academy Illustrated (London), p 11.

The present lot is a portrait of Sir Philip Dawson M.P. who was the Conservative Member for Lewisham West and an eminent British electrical engineer.

11



12

HERBERT JAMES DRAPER (BRITISH, 1864-1920)

Portrait of Teddy
signed 'Herbert Draper' (lower left)
oil on canvas
132.1 x 66cm (52 x 26in).

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

Teddy was the nephew of Captain Lawrence Edward Grace 'Titus' Oates who accompanied Scott to the Antarctic.

Provenance

Commissioned by the sitter's family and thence by descent.
Anon. sale, Sotheby's Olympia, 21 January 2004, lot 299.
Private collection, UK.

Exhibited

London, Royal Academy, 1919, no.591 as 'Teddy, son of Lieut. B.W.G. Oates, R.N.V.R.'.

Literature

S. Toll, *Herbert Draper, 1863-1920: A Life Study*, England, 2003, pp. 165 - 166 (illustrated p. 165).

12

13 ^{WT}

EDWARD HUGHES (BRITISH, 1832-1908)

Lady Mosley, Wife of the 4th Baronet of Ancoats
signed and dated 'Edward Hughes/1893' (lower left)
oil on canvas
241 x 148cm (94 7/8 x 58 1/4in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

The sitter Elizabeth Constance White (c.1852-13 November 1938),
daughter of Sir William White married Sir Oswald Mosley, the 4th
Baronet of Ancoats in 1873 in Marylebone.

14 ^{WT}

SAMUEL MELTON FISHER (BRITISH, 1859-1939)

Sir Oswald Mosley, 4th Baronet of Ancoats
signed and dated 'S. Melton Fisher/1899' (lower right)
oil on canvas
240 x 144cm (94 1/2 x 56 11/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

Mosley was born in Staffordshire in 1848 the eldest son of Sir Tonman
Mosley, 3rd Baronet of Ancoats. He was schooled at Eton and went on
to become a successful farmer and cattle breeder. He was nicknamed
'Baronet John Bull' due to his likeness to the British caricature figure,
and he was drawn as such in Spy's cartoon of him from 1898. His son,
the 5th Baronet, was also called Oswald, as was his grandson, the
British fascist politician.



13



14



15

15

CHARLES SILLEM LIDDERDALE, RBA (BRITISH, 1831-1895)

The flower seller
signed with monogram and dated '68' (centre left)
oil on board
31.7 x 28.5cm (12 1/2 x 11 1/4in).

£1,500 - 2,000

€1,900 - 2,600

US\$2,200 - 2,900



16

16

JAMES HAYLLAR, RBA (BRITISH, 1829-1920)

'Opera'
signed and dated 'J Hayllar/1864' (lower right); signed and inscribed
with the title and artist's address (on a label attached to the reverse)
oil on board
22.5 x 17.7cm (8 7/8 x 6 15/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

17

CHARLES SILLEM LIDDERDALE, RBA (BRITISH, 1831-1895)

Girl with a dark cloak and green hat
signed with monogram (lower left)
oil on canvas
61 x 51cm (24 x 20 1/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

Provenance

The Fine Art Society Ltd., London, 19 March 1951.
Private collection, UK.

18^{AR}

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

Clowns at the circus
signed and inscribed 'Christmas/Islington/Laura Knight' (lower left)
charcoal
34.3 x 24.2cm (13 1/2 x 9 1/2in).

£700 - 900

€900 - 1,200

US\$1,000 - 1,300



17



18



19

19

GEORGE FAULKNER WETHERBEE (AMERICAN, 1851-1920)

Resting by the roadside
signed and dated 'George Wetherbee-1895-' (lower left)
oil on canvas
78 x 127cm (30 11/16 x 50in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700

Provenance

Thame Antique Galleries, Thame, 1981.
Private collection, UK.



20

20

WALTER LANGLEY, RI (BRITISH, 1852-1922)

Gone fishing
signed 'W LANGLEY.' (lower right)
watercolour and bodycolour
26 x 36cm (10 1/4 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 Roger Langley on the basis of a photograph and it is suggested that it would have been painted around 1904-05 when Langley was staying at Volendam in Holland.

21 *

WILLIAM AFFLECK (BRITISH, 1869-1943)

Waiting for the ferry
signed 'William Affleck' (lower right)
watercolour
74.9 x 59.7cm (29 1/2 x 23 1/2in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200



21



23



22



24

22

RALPH HEDLEY (BRITISH, 1848-1913)

The paper boy
signed with monogram and dated '78' (lower right)
oil on canvas
76.2 x 50.8cm (30 x 20in).

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

23

GEORGE ELGAR HICKS, RBA (BRITISH, 1824-1914)

Her favourite pet
signed and dated 'G.E.Hicks.1904.' (lower right)
oil on canvas
52.1 x 43.2cm (20 1/2 x 17in).

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

24

THOMAS COOPER GOTCH (BRITISH, 1854-1931)

'Little Boo'
signed and dated 'T.C.Gotch./1887' (lower right); inscribed 'No
3./"Little Boo", a portrait/T.C.Gotch./The Malthouse/Newlyn/Penzance'
(on an artist's label attached to the backboard)
watercolour
24.2 x 19cm (9 1/2 x 7 1/2in).

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



25



26

25

J. C. (BRITISH, 19TH CENTURY)

An impatient and patient sitter
signed with initials and dated 'J.C. 1850' (lower left)
oil on canvas
57.5 x 76cm (22 5/8 x 29 15/16in).

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

26

ALEXANDER M. ROSSI (BRITISH, 1840-1916)

Bedtime
signed 'AMRossi' (lower left)
watercolour
50.5 x 67cm (19 7/8 x 26 3/8in).

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



27

27
JOHN CHARLES MAGGS (BRITISH, 1819-1895)

The Bath to Exeter Royal Mail Coach; a pair one signed and dated 'J C Maggs/1873' (lower left); the other signed, dated and inscribed 'J C Maggs/Bath 1872' (lower left) oil on canvas each 36 x 68.5cm (14 3/16 x 26 15/16in).(2)

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



27

28
JAMES CURNOCK (BRITISH, 1812-1870)

A gypsy encampment signed and dated 'JCurnock 1868' (lower right) oil on canvas 64.5 x 76.5cm (25 3/8 x 30 1/8in).

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



28

29

JOHN ARTHUR LOMAX (BRITISH, 1857-1923)

The waiting game
signed 'JOHN A. LOMAX.' (lower right)
oil on panel
30 x 45.5cm (11 13/16 x 17 15/16in).

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

Provenance

T. Richardson & Co., London.

30

JOHN ARTHUR LOMAX (BRITISH, 1857-1923)

The Letter
signed 'JOHN A. LOMAX.' (lower right)
oil on panel
30 x 45.5cm (11 13/16 x 17 15/16in).

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

Provenance

Thos Agnew & Sons Ltd., London.

31

THOMAS KENT PELHAM (BRITISH, ACTIVE 1860-1891)

At the well
signed 'T K Pelham' (lower right)
oil on canvas
71.1 x 91.4cm (28 x 36in).

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



29



30



31



32

32

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

A farmyard scene
signed 'J.F.Herring' (lower right)
oil on panel
21.6 x 26cm (8 1/2 x 10 1/4in).

£1,000 - 1,800
€1,300 - 2,300
US\$1,400 - 2,600



33

33

**ALFRED WILLIAM STRUTT, RCA
(BRITISH, 1856-1924)**

Paddock pals
signed 'Alfred W Strutt' (lower left)
oil on canvas
52 x 77.5cm (20 1/2 x 30 1/2in).

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



34

34

WILLIAM SMITH (BRITISH, ACTIVE 1813-1859)

A groom holding a bay horse
signed and dated 'W Smith/1837' (lower right)
oil on canvas
72.4 x 90.2cm (28 1/2 x 35 1/2in).

£2,500 - 3,500
€3,200 - 4,500
US\$3,600 - 5,100

Provenance

Arthur Ackermann & Son Ltd., London.
Private collection, UK.

Literature

S. Mitchell, *The Dictionary of British Equestrian Artists*, Woodbridge, 1985, p. 399 (illustrated in black and white).



35

35

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

The end of a long day
signed 'J F Herring' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).

£5,000 - 7,000

€6,500 - 9,000

US\$7,200 - 10,000



36

36

HENRY BERNARD CHALON (LONDON 1770-1849)

Portrait of a dog in a landscape

signed, inscribed and dated 'H.B. Chalón pinxit 1831' (lower centre)

oil on canvas

45.5 x 61cm (17 15/16 x 24in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

37 AR

ARTHUR JOHN ELSLEY (BRITISH, 1861-1952)

Head of a horse

signed and dated 'ARTHUR J. ELSLEY/1903' (lower left)

oil on canvas

48.5 x 33cm (19 1/8 x 13in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200



37

38

**WILLIAM ALBERT CLARK
(BRITISH, EARLY 20TH CENTURY)**

Shirehorses from Ditchford and Oldborough Studs, Moreton in Marsh, Gloucestershire, a pair

both signed and dated 'W.A.Clark/1909' (lower left); inscribed with the horse's names and ages (on the reverse)

oil on canvas

each 45.7 x 81.3cm (18 x 32in). (2)

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

Provenance

(Oldborough Stud) Sale, Christie's South Kensington, 18 November 2004, lot 64.



38

39

**ARCHIBALD THORBURN
(BRITISH, 1860-1935)**

Jay on a bough signed and dated 'A.Thorburn./1892' (lower centre)

watercolour and bodycolour

20 x 29.5cm (7 7/8 x 11 5/8in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300



38



39



40



41

40 *

HEYWOOD HARDY (BRITISH, 1843-1933)

Picking up the scent
signed 'Heywood Hardy' (lower right)
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

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

41 *

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).

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



42



43

42

ALFRED WALTER WILLIAMS (BRITISH, 1824-1905)

Near Dolgelly, North Wales
signed and dated 'Alfred W Williams/1863' (lower right); signed and
indistinctly inscribed on an artist's label (attached to the stretcher)
oil on canvas
45 x 76cm (17 11/16 x 29 15/16in).

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

43

WILLIAM WATSON (BRITISH, 1831-1921)

Cattle on a Cornish coast
signed and dated 'W.R.C.WATSON JR '05.' (lower left)
oil on canvas
36 x 46cm (14 3/16 x 18 1/8in).

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



44



45

44
HENRY HADFIELD CUBLEY (BRITISH, ACTIVE 1882-1904)
 'A North Country Road'
 bears signature, title and date '1885' (on the reverse)
 oil on canvas
 92 x 121cm (36 1/4 x 47 5/8in).

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

45
WALTER WILLIAMS (BRITISH, 1835-1906)
 A view of North Wales
 signed and dated 'Walter Williams/1861' (lower right)
 oil on canvas
 61 x 92cm (24 x 36 1/4in).

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



46



47

46

WRIGHT BARKER (BRITISH, 1863-1941)

Highland cattle
signed and dated 'Wright Barker./1900' (lower left)
oil on canvas
75.5 x 101cm (29 3/4 x 39 3/4in).

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

47

WILLIAM HENRY MANDER (BRITISH, 1850-1922)

'Still Pool on the Llugwy, Near Bettws-y-Coed, Wales'
signed 'W.H.Mander' (lower left); signed 'W.H. Mander' and titled (on
the reverse)
oil on canvas
60.9 x 91.5cm (24 x 36in).

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



48



49

48

WILLIAM HENRY MANDER (BRITISH, 1850-1922)

Beddgelert from the Road to Aberglaslyn
bears title (on the reverse)

oil on canvas
60.9 x 91cm (24 x 35 13/16in).

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

49

WILLIAM WILLIAMS OF PLYMOUTH (BRITISH, 1808-1895)

Fisherman in a river landscape
signed and dated 'W.Williams/Plymouth 1877' (lower right)

oil on canvas
60.9 x 91.4cm (24 x 36in).

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



50



51

50
WILLIAM HENRY MANDER (BRITISH, 1850-1922)

Fisherman in a river landscape
signed and dated 'W.H.Mander.94' (lower left)
oil on canvas
60.9 x 91.5cm (24 x 36in).

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

51
GEORGE AUGUSTUS WILLIAMS (BRITISH, 1814-1901)

Figures resting by a lake
signed with initials 'G.A.W.' (lower left)
oil on canvas
81.3 x 127cm (32 x 50in).

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



52

52

WILLIAM MELLOR (BRITISH, 1851-1931)

'On the Wharfe, Bolton Woods, Yorkshire';
'On the Greta, Brignal Bank', a pair
both signed 'William Mellor' (the former lower
left, the latter lower right); both inscribed with
the title (on the reverse)

oil on board

each 20.3 x 30.5cm (8 x 12in). (2)

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

53

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

The Thames near Cookham
bears signature (lower left)

oil on canvas

60.9 x 101.6cm (24 x 40in).

£1,500 - 2,500

€1,900 - 3,200

US\$2,200 - 3,600

Exhibited

(Possibly) London, Royal Academy, 1874,
no. 144.



52



53



54



55

54

HARRY WATSON (BRITISH, 1871-1936)

'Near Itchen Stoke'
signed 'HARRY WATSON' (lower left); bears title and artist's address
(on an old label attached to the stretcher)
oil on canvas
87.5 x 142cm (34 7/16 x 55 7/8in).

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

55

SIR DAVID MURRAY, R.A., R.S.A., P.R.I., R.S.W. (BRITISH, 1849-1933)

'Pastoral'
signed and dated 'David Murray.92' (lower left)
oil on canvas
45.7 x 60.9cm (18 x 24in).

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

Provenance

The Fine Art Society, London, September 1970, no. 4130.



56

56 *

FREDERICK GOODALL, RA (BRITISH, 1822-1904)

Feeding the swans

signed with monogram and dated '1865' (lower right)

oil on canvas

82 x 122cm (32 5/16 x 48 1/16in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200

Provenance

Cooling Galleries, London.

Private collection, UK.



57



58

57

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

'Discord'
inscribed and signed with initials "'Discord" Sketch. H.H.' (lower right)
watercolour, bodycolour and ink
17.8 x 29.8cm (7 x 11 3/4in).

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

58

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

Winning her over
indistinctly signed 'G G Kilburne' (lower right)
oil on panel
30.3 x 41cm (11 15/16 x 16 1/8in).

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



59

59

GUSTAVUS ARTHUR BOUVIER (BRITISH, ACTIVE 1839-1888)

The sculptor's atelier
signed and indistinctly dated 'G. Bouvier 18..' (lower left)

oil on canvas

100 x 131cm (39 3/8 x 51 9/16in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200

Provenance

Private collection, Italy (acquired in 1936 and thence by descent).



60

60

HENRY BRIGHT (BRITISH, 1810-1873)

Feeding time

signed and dated 'H.Bright/1858' (lower right)

oil on canvas

92.7 x 121.9cm (36 1/2 x 48in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

Provenance

Mandell's Gallery, Norwich, Norfolk.

Private collection, UK.

61 AR

ARTHUR A. FRIEDENSON (BRITISH, 1872-1955)

Figure and a horse on a snowy lane

signed 'Arthur Friedenson' (lower right)

oil on canvas

76.2 x 50.8cm (30 x 20in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200



61



62

62 AR

EDGAR HUNT (BRITISH, 1876-1953)

The pecking order
signed and dated 'E Hunt 1951' (lower left)
oil on board
28.5 x 38.7cm (11 1/4 x 15 1/4in).

£5,000 - 7,000

€6,500 - 9,000

US\$7,200 - 10,000

Provenance

Anon. sale, Christie's South Kensington, 7 March 1996, lot 126.
Private collection, UK.



63

63
HENRY JOHN YEEND KING (BRITISH, 1855-1924)

The goose girl
 signed 'YEEND KING' (lower right)
 oil on canvas
 61 x 45.7cm (24 x 18in).

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

64
HERBERT WILLIAM WEEKES (BRITISH, 1856-1904)

Darby and Joan
 signed 'WWeekes' (lower left)
 oil on panel
 29 x 20cm (11 7/16 x 7 7/8in).

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

65
HERBERT WILLIAM WEEKES (BRITISH, 1856-1904)

An intruder
 signed 'WWeekes' (lower right)
 oil on panel
 29 x 20cm (11 7/16 x 7 7/8in).

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



64



65



66



67

66

JAMES THWAITE IRVING (BRITISH, ACTIVE CIRCA 1880-1909)

The sheep pen
signed 'James.T.Irving' (lower left)
oil on canvas laid down on paper
40.7 x 60.9cm (16 x 24in).

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

67 AR

WILLIAM MILLER FRAZER, RSA (BRITISH, 1864-1961)

Sheep grazing in the sun
signed and indistinctly dated 'WM Frazer 12' (lower right)
oil on canvas
38.5 x 56cm (15 3/16 x 22 1/16in).

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



68

68
JAMES HOLLAND RWS (STAFFORDSHIRE 1799-1870)

Merriment
 signed with initials 'JH' (lower left)
 oil on canvas
 35.6 x 50.8cm (14 x 20in).

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

Provenance
 Frost & Reed, London, no. 36638.

69
CLARKSON STANFIELD RA (BRITISH, 1793-1867)

On the Rhine, near Cologne
 pencil, watercolor and bodycolor with scratching out and gum arabic
 51.5 x 16.5cm (20 1/4 x 6 1/2in).

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

Provenance
 Anon. sale, Christie's London, 5 June 1930, lot 168 (part of).

The present lot appears to be a watercolour version, done for the engraving, of an oil painting of the same title, painted in 1829 and now held in the collection of the Victoria and Albert Museum, London.



69



70

70

LOUISE J. RAYNER (BRITISH, 1832-1924)

Old Elvet Bridge, Durham
signed 'Louise Rayner' (lower right)
watercolour
30.5 x 45.7cm (12 x 18in).

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



71

71

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

Arbroath Abbey
signed with monogram (lower left)
watercolour and bodycolour
15 x 20cm (5 7/8 x 7 7/8in).

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

72 *

GEORGE PYNE (BRITISH, 1800-1884)

The Cloisters at Eton College
signed 'G Pyne' (lower right)
watercolour
21.6 x 30.5cm (8 1/2 x 12in).

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



72



73

73

WILLIAM FRASER GARDEN (BRITISH, 1856-1921)

The distant church spire of All Saints Church, St. Ives, from the River Ouse

signed and dated 'W.F. GARDEN: 98.' (lower right)

watercolour

15 x 11.5cm (5 7/8 x 4 1/2in).

£800 - 1,200

€1,000 - 1,600

US\$1,200 - 1,700

74

HELEN ALLINGHAM RWS (BRITISH, 1848-1926)

At West Hagbourne, Berkshire

signed 'H.Allingham' (lower right)

watercolour

30.5 x 22.3cm (12 x 8 3/4in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700

Provenance

Vicars Brothers Ltd., London, no. 33638.

Private collection, UK.



74



75

75

**FREDERICK GOLDEN SHORT
(BRITISH, 1863-1936)**

Low tide
signed and dated 'F. Golden Short/91'
(lower left)
oil on board
12.7 x 22.2cm (5 x 8 3/4in).

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



76

76

**ALBERT GOODWIN RWS
(BRITISH, 1845-1932)**

A view over Lake Lucerne
signed 'Albert Goodwin' (lower right);
inscribed 'Lucerne' (lower left)
watercolour and pen
25.4 x 35.5cm (10 x 14in).

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



77

77

**ALBERT GOODWIN RWS
(BRITISH, 1845-1932)**

'London, in the smoke of her burning'
signed and dated 'Albert Goodwin/1907'
(lower right); inscribed 'London./"In the smoke
of her burning."' (lower left)
watercolour and pencil
25.4 x 35.5cm (10 x 14in).

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

78

**ALBERT GOODWIN RWS
(BRITISH, 1845-1932)**

Venice at Dawn
signed 'Albert Goodwin' and bears date
(lower right); inscribed 'Venice - Dawn'
(lower left)
oil on board
35.6 x 53.3cm (14 x 21in).

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

79

**ALFRED POLLENTINE
(BRITISH, 1836-1890)**

The Dogana
signed 'APollentine' (lower right)
oil on canvas
75.5 x 127cm (29 3/4 x 50in).

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

80

**WILLIAM JOSEPH JULIUS CAESAR
BOND (BRITISH, 1833-1926)**

Evening glow on the water
signed and dated 'W J J C Bond 60'
(lower left)
oil on board
30.5 x 48.2cm (12 x 19in).

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



78



79



80



81



82

81
WILLIAM CALLOW, RWS (BRITISH, 1812-1908)
View of Ghent
signed and dated 'William Callow/1895' (lower left)
watercolour
54 x 81.5cm (21 1/4 x 32 1/16in).

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

Provenance
Leicester Galleries, London.

82
JOHN THOMAS SERRES (BRITISH, 1759-1825)
Fishermen with their nets
signed 'J.T. Serres' (lower left)
oil on canvas
35.5 x 44.5cm (14 x 17 1/2in).

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



83



84

83 *

FREDERICK GEORGE COTMAN (BRITISH, 1850-1920)

Christchurch Priory, Hampshire
 signed and dated 'F.G.Cotman 1890.' (lower left)
 oil on canvas
 109 x 156.5cm (42 15/16 x 61 5/8in).

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

84

AMBROSE MCEVOY (BRITISH, 1878-1927)

Dieppe Harbour
 signed 'McEvoy' (lower left)
 oil on canvas
 61 x 73.7cm (24 x 29in).

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

Provenance

Geoffrey Blackwell Esq., C.B.E.
 Private collection, UK.

Exhibited

London, Royal Academy, *Exhibition of Works by Late Members of the Royal Academy and of the Iveagh Bequest of works by Old Masters*, 1928, no. 481.



85



85



85



85

85

DIANA SPERLING (BRITISH, 1791-1862)

An artist's sketchbook, containing studies of The Druids Temple, Holyhead; Tickford Park House; Hedingham Castle; The obelisk near Wellington; Charmout Church, Dorset, and others.

signed, inscribed and dated 'Diana Sperling -/Dynes Hall -/1831' (on inside front cover); variously inscribed and annotated throughout

watercolour, ink and pencil
21 x 17.1cm (8 1/4 x 6 3/4in).

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



86



86



86



86

86
SIR JOHN EVERETT MILLAIS, PRA (BRITISH, 1829-1896)

A collection of early drawings
variously signed and inscribed
pencil on paper
25.7 x 12cm (10 1/8 x 4 3/4in) and smaller. (7)

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



87

87

MARY HAYLLAR (BRITISH, ACTIVE 1880-1885)

'The Sexton Told the Bell'

signed and dated 'MARY HAYLLAR.1883' (lower left); inscribed 'No 2./
The Sexton Told the Bell/Miss Mary Hayllar/Castle Priory/Wallingford'
(on a label attached to the reverse)

oil on board

35.6 x 30.5cm (14 x 12in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

Provenance

Anon. sale, Christie's South Kensington, 3 September 2008, lot 128.
Private collection, UK.

88

**ELIZABETH ADELA STANHOPE FORBES, ARWS (CANADIAN,
1859-1912)**

Church interior, Brittany

signed 'EA FORBES' (lower right)

oil on canvas

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

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

Provenance

Nicholas Brown Gallery, Buckinghamshire.

Private collection, UK (acquired from the above 13 July 1995).



88

89 AR

CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)

The young cobbler
signed 'C.SPENCELAYH.' (lower right)
oil on canvas
40.7 x 30.5cm (16 x 12in).

£2,500 - 3,500

€3,200 - 4,500

US\$3,600 - 5,100

Provenance

Anon. sale, Sotheby's London, 6 November 1995, lot 177.
Private collection, UK.

90

WILLIAM HEMSLEY (BRITISH, 1819-1893)

'A Sham'
signed 'Wm Hemsley' (lower left); inscribed "'A Sham"/Wm Hemsley
RBA' (on the reverse)
oil on canvas
43.2 x 33cm (17 x 13in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

Provenance

Anon. sale, Christie's South Kensington, 28 March 2007, lot 26.
Private collection, UK.



89



90



91

91

CHARLES WILLIAM BARTLETT (BRITISH, 1860-1940)

The spinners

signed and dated 'CHARLES W BARTLETT.1900.' (upper right)
watercolour

50.8 x 41.2cm (20 x 16 1/4in).

£1,500 - 2,000

€1,900 - 2,600

US\$2,200 - 2,900

Provenance

David Messum Fine Art, London, no. X.889.



92

92

PERCY HARLAND FISHER (BRITISH, 1867-1944)

Charity

signed and dated 'P.Harland Fisher/1892' (lower left)
oil on canvas

52.1 x 35.6cm (20 1/2 x 14in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

Provenance

Anon. sale, Christie's London, 10 June 2003, lot 96.
Private collection, UK.

Exhibited

London, Royal Academy, 1893, no. 649.

93 AR

STANLEY HORACE GARDINER (BRITISH, 1887-1952)

'The Sunny Window'

signed 'S.H.GARDINER' (lower right); signed and inscribed
'S.H.GARDINER, LAMORNA, NR PENZANCE' (on the stretcher)

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

Provenance

Purchased from the exhibition listed below by Mr J. de Casa Esq., Herts.
Thence by family descent.

Exhibited

London, Royal Academy, 1943, no. 197.

The present lot is sold together with the Royal Academy receipt and a
number of letters between the artist and Mr J. de Casa.

94 AR

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

Paring apples

signed 'Carlton. A Smith.' (lower left)

watercolour

41 x 29.7cm (16 1/8 x 11 11/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200



93



94



95

95
WILLIAM STOTT OF OLDHAM
(BRITISH, 1857-1900)

Choppy seas
signed 'WILLIAM-STOTT OF OLDHAM -'
(lower right); inscribed 'TO JOHN SWAN'
(lower centre)
pastel
24.5 x 32cm (9 5/8 x 12 5/8in).

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

Provenance

Gifted to the artist John Macallan Swan
(British, 1847-1910).
Thence by family descent.



96

96 AR
SIR GERALD FESTUS KELLY,
RA (BRITISH, 1879-1972)

The beach at Calais
signed 'G Kelly' (lower right); inscribed and
dated 'Calais '05' (lower left)
oil on board
21.6 x 27.3cm (8 1/2 x 10 3/4in).

£3,000 - 4,000
€3,900 - 5,200
US\$4,300 - 5,800

Provenance

The Fine Art Society, March 1973, no. 4917.

97 AR

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

St Ives harbour
bears inscription (on the reverse)
oil on board
34.3 x 40cm (13 1/2 x 15 3/4in).

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

98 AR

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

Newlyn Pier
signed 'Stanhope A. Forbes.' (lower left)
oil on canvas
37.5 x 51.5cm (14 3/4 x 20 1/4in).
Sold together with the original receipt, a letter
from the artist and other paperwork and
cuttings.

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

Provenance

Mrs E. M. Barratt, purchased from the artist
in 1946.
Thence by family descent.

Exhibited

Plymouth, City Art Gallery, *Exhibition of
Painting by Stanhope Forbes*, 9 July - 26
August 1964, cat. no. 39, lent by Mrs. E. M.
Barratt.



97



98



99

JOHN BRETT, ARA (BRITISH, 1831-1902)

Off Old Harry's Rocks

incised and dated 'John Brett 1897' (lower left)

oil on canvas

39.4 x 77.5cm (15 1/2 x 30 1/2in).

£10,000 - 15,000

€13,000 - 19,000

US\$14,000 - 22,000





100

100 AR

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

'The River Deveron'
signed 'S.J.Lamorna Birch.' (lower left);
inscribed with the title (on the backboard)
watercolour
34.3 x 50.8cm (13 1/2 x 20in).

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

Provenance

The Fine Art Society, London, July 1935.

101

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

The Golden Hour
signed 'MOSTYN' (lower right)
oil on canvas
51 x 69cm (20 1/16 x 27 3/16in).

£1,000 - 2,000
€1,300 - 2,600
US\$1,400 - 2,900



101



102

102 AR

WILLIAM LEE-HANKEY (BRITISH, 1869-1952)

In the orchard
signed 'William Lee-Hankey' (lower left)
oil on canvas
101.6 x 127cm (40 x 50in).

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



103

103 AR

**HERBERT DAVIS RICHTER
(BRITISH, 1874-1955)**

Apple and cherry blossom
signed 'H DAVIS RICHTER' (lower right);
inscribed 'APPLE & CHERRY/UNDERNEATH'
(on the reverse)
oil on canvas
63 x 77cm (24 13/16 x 30 5/16in).

£1,000 - 2,000
€1,300 - 2,600
US\$1,400 - 2,900

Provenance

The Fine Art Society, London, September
1954.
Private Collection, UK.

104 AR

**HERBERT DAVIS RICHTER
(BRITISH, 1874-1955)**

'Bathed in Sunlight'
signed 'H DAVIS RICHTER' (lower right);
inscribed with title and the artist's address (on
the overlap)
oil on canvas
60 x 51cm (23 5/8 x 20 1/16in).

£1,000 - 2,000
€1,300 - 2,600
US\$1,400 - 2,900

Provenance

Private Collection, UK.



104

105 AR

HAROLD CLAYTON (BRITISH, 1896-1979)

Still life with roses
signed 'Harold Clayton' (lower left)
oil on canvas
50.8 x 45.7cm (20 x 18in).

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

Provenance

E. Stacy-Marks, Eastbourne, 31 August 1972,
no. C.824.
Private collection, UK.

105



106

FREDERICK GOODALL, RA (BRITISH, 1822-1904)

Collecting wild flowers
signed with monogram (lower left)
oil on panel
41 x 30cm (16 1/8 x 11 13/16in).

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



106



107

107

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

An Italian strolling musician (*pifferaro*)
watercolour, pencil and bodycolour
43.2 x 28cm (17 x 11in).

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

Provenance

Anon. sale, Sotheby's London, 12 July 1984,
lot 163.

The present lot is one of several watercolours by Lewis, c.1839/40, depicting strolling players of rustic bagpipes in Italy. One of these, titled *One of the Pifferari, Rome*, was among several Italian subjects **exhibited** by Lewis at the Royal Scottish Academy in 1854 (no. 520). The precise location depicted in this example is not clear, but often the *pifferari* played at shrines and inside religious buildings. The *piffero* was an oboe-like instrument, often played in Southern Italy in accompaniment with the instrument shown here, essentially two *pifferi* fixed into a common stock and supplied with air through a goat-skin bag; this is more correctly known as a *zampogna*.

We are grateful to Briony Llewellyn and Charles Newton for their assistance in cataloguing the present lot.

108

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

A Franciscan monk at Sorrento
inscribed and dated 'Sorrento/Aug 21' (lower right)
watercolour
40 x 28cm (15 3/4 x 11in).

£800 - 1,200

€1,000 - 1,600

US\$1,200 - 1,700

Provenance

J G L Goff Esq.
Private collection, UK.

According to dates on surviving watercolours Lewis arrived in Sorrento by 10 August in 1839 and he was in Capri, 12-14 August and Procida, 28-29 August. Between visiting these islands, he could well have returned to Sorrento when this portrait would have been done. The sitter was probably a Franciscan monk from the monastery of San Francesco in Sorrento.

We are grateful to Briony Llewellyn and Charles Newton for their assistance in cataloguing this lot.

109

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

A Spanish woman
graphite, watercolour, bodycolour, chalk and gum arabic
35.5 x 18.5cm (14 x 7 5/16in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

Provenance

Ex collection Mr. Wyatt, Poole.

We are grateful to Briony Llewellyn for her assistance in cataloguing this lot.



108



109



110



110

110
**WALTER FREDERICK ROOFE TYNDALE, R.I.
(BRITISH, 1856-1943)**

The Mihrab at the Blue Mosque, Infant school; a pair
both signed 'W. Tyndale' (lower left)
watercolour
each 35.8 x 25.8cm (14 1/8 x 10 3/16in).(2)

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



111

111
HERCULES BRABAZON BRABAZON (BRITISH, 1821-1906)

The old bridge, Elche, Spain
inscribed 'Bridge in Spain (Elche)' (on the reverse)
watercolour and bodycolour
24.7 x 29.2cm (9 3/4 x 11 1/2in).

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

112
GEORGE CHINNERY RHA (IRISH 1774-1852)

A Pagoda, halfway between Canton and Macao
pencil
25 x 17.8cm (9 13/16 x 7in).

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

Provenance

Spink, London, no. K3 10881.
Private collection, UK.



112



113



113



113



113

113 AR

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

'Golden Pagoda, Mandalay by moonlight'; 'The Sulamani Pagoda, Mandalay'; 'Pagoda at Magway'; 'Festival crowd, Mandalay', a set of four

variously dated and inscribed with titles (on the reverse)
oil on board

each 14.6 x 17.8cm (5 3/4 x 7in). (4)

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200

114 AR

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

'Khieuvan I'; 'Khieuvan III'

both inscribed respectively 'Khieuvan C.F.1' and 'Khieuvan III C.F.3'
(on the reverse)

oil on paper laid down on panel

one 49.5 x 41.3cm (19 1/2 x 16 1/4in), the other 41.9 x 33cm
(16 1/2 x 13in). (2)

£1,500 - 2,000

€1,900 - 2,600

US\$2,200 - 2,900

115 AR

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

Burmese dancing girl

oil on paper laid down on canvas

45.7 x 33cm (18 x 13in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300



114



115

116

FREDERICK GOODALL, RA (BRITISH, 1822-1904)

'The Palm Offering' - *"She goeth unto the grave to weep there" "On the Friday after the funeral the Sheykh's widow repairs to the grave in the desert, taking with her a palm branch to break and place upon it"*
signed and dated 'F Goodall/1863' (lower left)

oil on canvas

115.5 x 80cm (45 1/2 x 31 1/2in).

£5,000 - 7,000

€6,500 - 9,000

US\$7,200 - 10,000

Provenance

Thomas Lucas Esq. Collection, UK.
Private collection, UK.

Exhibited

London, Royal Academy, 1863, no. 515.
Paris, Paris Universal Exhibition, 1867.

Literature

Athenaeum, 11 April 1863, no. 1850, p. 494.

Art Journal, 1 June 1863, p. 105.

The present lot was well reviewed in *The Art Journal* published on June 1 1863: 'Mr. Goodall's journey to the East has yielded abundant harvest...The pose and bearing of the body is as noble as that of a Grecian caryatide-indeed, the figure rises to a statuesque simplicity not remote from the grandeur of Michael Angelo...The whole work, figure as well as background, is suffused with the rich yet subdued lustre of colour for which Mr. Goodall has been of late years striving.'

Frederick Goodall was elected a Royal Academy member the year the present lot was **exhibited**.



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

LOTS 117 - 183



117

117

SPARTACO VELA (ITALIAN, 1854-1895)

Zingara

oil on canvas

99 x 75cm (39 x 29 1/2in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

Provenance

Private collection, Italy (acquired in 1936 and thence by descent).



118



118

118

GIAMBATTISTA TODESCHINI (ITALIAN, 1857-1938)

Odalisque; a pair

both signed 'GTodeschini' (lower right)

oil on canvas

each 40 x 70cm (15 3/4 x 27 9/16in).(2)

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700

Provenance

Private collection, Italy (acquired in 1936 and thence by descent).



119

119

FRANS VERVLOET (BELGIAN, 1795-1872)

A Turkish man reading
signed, dated and inscribed 'F. Vervloet 1843/Constantinople'
(lower right)
oil on board
24.5 x 18cm (9 5/8 x 7 1/16in).

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

120

ATTRIBUTED TO PIERRE MATHURIN PETRAUD (FRENCH, 1808-1880)

Fishing on a pier, Alexandria, Egypt
oil on canvas
56.5 x 46cm (22 1/4 x 18 1/8in).

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

121

BORIS PRUSS (GERMAN, BORN 1863)

'Araber'
signed, dated and inscribed 'Boris Pruss/Munchen -86' (lower right);
inscribed with title and artist's address (on old label attached to the
frame)
oil on canvas
116 x 82cm (45 11/16 x 32 5/16in).

£8,000 - 12,000
€10,000 - 15,000
US\$12,000 - 17,000

Exhibited

Munich, Glass Palace, *Jahresausstellung von Kunstwerken aller Nationen*, 1889, no. 806.
New York, *Salmagundi Annual Auction Exhibition and Sale*, 1901, no.82 (titled *An Aribien on Guard*).

Pruss was born in Wilkomir, Lithuania. He studied in Vilno and later Munich under Franz von Lenbach and Wilhelm Diez, settling and exhibiting in the city in the 1880s. He then appears to have moved to New York and was elected a member of the prestigious Salmagundi Sketch Club, New York, in 1900, exhibiting there between 1900 and 1902 alongside renowned American artists such as Childe Hassam.



120



121



122



123

122

CHARLES MALFROY (FRENCH, 1862-1918)

Crossing the Bosphorus
 signed 'Malfroy' (lower left)
 oil on canvas
 67 x 92cm (26 3/8 x 36 1/4in).

£3,500 - 4,500
 €4,500 - 5,800
 US\$5,100 - 6,500

123

CHARLES MALFROY (FRENCH, 1862-1918)

Boats on the Bosphorus
 oil on canvas
 70.5 x 92cm (27 3/4 x 36 1/4in).

£2,500 - 3,500
 €3,200 - 4,500
 US\$3,600 - 5,100



124



125

124 AR

WILLEM GEORGE FREDERIK JANSEN (DUTCH, 1871-1949)

Unloading the catch
signed 'W G F Jansen' (lower left)
oil on canvas
60 x 65.5cm (23 5/8 x 25 13/16in).

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

Provenance

Hewson and Forster, Sheffield.

125

NICOLAAS RIEGEN (DUTCH, 1827-1889)

Ships in a stormy sea
indistinctly signed and dated 'N Riegen 1888' (lower left)
oil on canvas
53 x 80cm (20 7/8 x 31 1/2in).

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



126



127

126 AR

GIUSEPPE GHEDUZZI (ITALIAN, 1889-1957)

A winter landscape
signed 'G Gheduzzi' (lower left)
oil on canvas
70 x 100cm (27 9/16 x 39 3/8in).

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

127 AR

GINO FEDERICI (ITALIAN, 1888-1973)

Il monte Mayola con le cime di Pizzo Badile e Cengalo
signed 'GFEDERICI' (lower left)
oil on canvas
51 x 70cm (20 1/16 x 27 9/16in).

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



128



129

128
VIRGILIO (VIRGIL) COSTANTINI (ITALIAN, 1882-1940)
Lake Thun, Switzerland
signed 'V. Costantini' (lower left)
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

129
FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)
View of the Dolomites, Lago di Landro
signed 'F R Unterberger' (lower left)
oil on canvas
66 x 93cm (26 x 36 5/8in).

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



130

130
FRANZ ALT (AUSTRIAN, 1821-1914)

View of Dresden
 signed, dated and inscribed 'Franz Alt
 Dresden 17.Oct.1895' (lower left)
 watercolour
 18.5 x 27cm (7 5/16 x 10 5/8in).

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

Provenance

Property of the late Eveline Newgas, nee Blumka, whose parents and grandparents were among the leading antique dealers in pre-war Vienna.



131

131
FRANZ ALT (AUSTRIAN, 1821-1914)

The Louvre, Paris
 signed and dated 'Franz Alt 1877' (lower left)
 watercolour heightened with bodycolour
 19 x 30.5cm (7 1/2 x 12in).

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

Provenance

Property of the late Eveline Newgas, nee Blumka, whose parents and grandparents were among the leading antique dealers in pre-war Vienna.



132

132
ATTRIBUTED TO FRANZ ALT (AUSTRIAN, 1821-1914)

View of Skodagasse, Vienna
 inscribed 'Skodagasse' (lower right)
 watercolour
 17 x 21.5cm (6 11/16 x 8 7/16in).
 Together with an oil on panel sketch of a *festa*
 in an Italian town, by the same hand. (2)

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

Provenance

Property of the late Eveline Newgas, nee Blumka, whose parents and grandparents were among the leading antique dealers in pre-war Vienna.



133

133

FRANZ ALT (AUSTRIAN, 1821-1914)

A bustling flower market
signed 'Franz Alt' (lower left)
watercolour heightened with bodycolour
20.5 x 25cm (8 1/16 x 9 13/16in).

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

Provenance

Property of the late Eveline Newgas, nee Blumka, whose parents and grandparents were among the leading antique dealers in pre-war Vienna.

134

SCANDINAVIAN SCHOOL, LATE 19TH CENTURY

Figures in a courtyard
signed with monogram and dated '1891' (lower left)
watercolour
56 x 41cm (22 1/16 x 16 1/8in).

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



134



135



136

135

EDVARD FREDERIK PETERSEN (DANISH, 1841-1911)

View of the city Sulmona, Abruzzo, Italy
signed with initials, dated and inscribed 'EP 1880 Sulmona' (lower right)

oil on canvas
40 x 57cm (15 3/4 x 22 7/16in).

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

136 AR

GIUSEPPE GHEDUZZI (ITALIAN, 1889-1957)

Aratura
signed 'Giuseppe/Gheduzzi' (lower right)
oil on board

49.5 x 65cm (19 1/2 x 25 9/16in).

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

Provenance

Galleria Bolzani, Milan, no. 53-XXII.



137



138

137 AR

ALFREDO PROSA (ITALIAN, 1884-1966)

Farmers at work
signed 'Prosa' (lower right)
oil on canvas
100 x 126cm (39 3/8 x 49 5/8in).

£2,500 - 3,500
€3,200 - 4,500
US\$3,600 - 5,100

Provenance

Private collection, Italy (acquired in 1936 and thence by descent).

138 AR

ATTRIBUTED TO ALFRED THÉODORE JOSEPH BASTIEN (BELGIAN, 1873-1955)

Forêt de Soignes
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

Provenance

Grove Gallery, Windsor.
Private collection, UK (acquired from the above 22 May 1993).



139

139^{AR}

FERRUCCIO RONTINI (ITALIAN, 1893-1964)

Lake landscapes, a set of three
two signed 'F.Rontini' (lower right)
oil on canvas
each 35 x 50.5cm (13 3/4 x 19 7/8in). (3)

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

140^{AR}

FERRUCCIO RONTINI (ITALIAN, 1893-1964)

Spring landscapes, a set of three
two signed 'F.Rontini' (lower right)
oil on canvas
each 35 x 50.5cm (13 3/4 x 19 7/8in). (3)

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

141^{AR}

FERRUCCIO RONTINI (ITALIAN, 1893-1964)

River landscapes, a set of four
all signed 'F.Rontini' (lower right)
oil on canvas
each 22 x 28.5cm (8 11/16 x 11 1/4in). (4)

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



140



141



142

142

GIACINTO GIGANTE (ITALIAN, 1806-1876)

Bay of Naples

signed 'G. Gigante' (lower left)

oil on canvas

81 x 81cm (31 7/8 x 31 7/8in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200



143

143

HENRI LEHMANN (FRENCH, 1814-1882)

Tobias and the Angel
signed, inscribed and dated 'Henri Lehmann pinxt 1835' (lower right)
oil on canvas, framed with arched top
64 x 81cm (25 3/16 x 31 7/8in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200

Provenance

Anon. sale, Sotheby's, London, 20 November 1996, lot 11.
Private collection, UK.



144

144
**ADHÉMAR LOUIS DE (VICOMTE)
 CLERMONT-GALLERANDE (FRENCH,
 DIED 1895)**

Taking the reins
 signed with strengthened signature 'a de
 Clermont-Gallerande' (lower right)
 oil on canvas
 46 x 60cm (18 1/8 x 23 5/8in).

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

145
**FRIEDRICH JOHANN GOTTLIEB (FRANZ)
 LIEDER (GERMAN/AUSTRIAN, 1780-1859)**

Napoleon crossing the Alps, after David
 signed, dated and inscribed 'F Lieder pinxit
 1807' (lower right)
 oil on panel
 53 x 40cm (20 7/8 x 15 3/4in).

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

The present lot is based on one of the versions
 of paintings of the same title by Jacques-Louis
 David.



145



146

146
PEDRO VEGA Y MUNOZ (SPANISH, ACTIVE 1866-1882)
 Merriment
 signed 'Pedro de Vega' (lower left)
 oil on canvas
 40.7 x 50.8cm (16 x 20in).

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



147
CASIMIR VAN DEN DAELE (BELGIAN, 1818-1880)
 The piano lesson
 signed and dated 'C. Vanden Dale. W. 1852.' (lower left)
 oil on panel
 63.5 x 49.35cm (25 x 19 1/2 x 15/16in).

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



148

148
CARL HAAG, O.W.S. (GERMAN, 1820-1915)

The old inn at Gennazzano
 signed 'Carl Haag' (lower left)
 watercolour
 35 x 50cm (13 3/4 x 19 11/16in).

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

149
ANTONIO COSTA (ITALIAN, 1847-1915)

The suitor
 signed, inscribed and dated 'A Costa/Firenze/1890' (lower right)
 oil on canvas
 42 x 34cm (16 9/16 x 13 3/8in).

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



149



150

150 WT

ITALIAN SCHOOL (19TH CENTURY)

View of the river Arno

oil on canvas

104 x 265cm (40 15/16 x 104 5/16in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200



151

CARLO BOSSOLI (SWISS, 1815-1884)

Travellers on the castle road
signed in pencil 'C.Bossoli' (lower left)

gouache

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200



151



152



153

152
CARLO BOSSOLI (SWISS, 1815-1884)
 Coastal view, Italy
 signed in pencil 'C.Bossoli' (lower left)
 gouache
 25.5 x 43cm (10 1/16 x 16 15/16in).

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

153
OSCAR RICCIARDI (ITALIAN, 1864-1935)
 Street market, Naples; a pair
 one signed and inscribed 'Ricciardi/Napoli' (lower left); the other
 signed 'Ricciardi' (lower left)
 oil on board
 each 35 x 16.7cm (13 3/4 x 6 9/16in).(2)

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



154

154
ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

Porta Villa Carta, Venezia
signed 'A. Brandeis' (lower right)
oil on board
23 x 15cm (9 1/16 x 5 7/8in).

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



155

155

ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

Castel Sant'Angelo, Rome

signed 'A. Brandeis' (lower right)

oil on board

16.7 x 23.5cm (6 9/16 x 9 1/4in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700



156

156 *

ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

Palazzo Albrizzi, Venezia

signed 'ABrandeis' (lower right)

oil on board

24 x 14.7cm (9 7/16 x 5 13/16in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700



157



158



159

157

ANGELOS GIALLINA (GREEK, 1857-1939)

View of Venice
signed and dated 'Giallina 94' (lower left)
watercolour
20 x 35cm (7 7/8 x 13 3/4in).

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

158

NEAPOLITAN SCHOOL (19TH CENTURY)

View of Mount Vesuvius, View of the Island of Capri
watercolour and bodycolour
one 44.5 x 66cm (17 1/2 x 26in); the other 46 x 69cm (18 1/8 x 27 3/16in).(2)

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



159

159 AR

ATTILIO PRATELLA (ITALIAN, 1856-1949)

Fishing boats in the Bay of Naples

signed 'A. Pratella' (lower right)

oil on canvas

32.4 x 53.8cm (12 3/4 x 21 3/16in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

160

GIUSEPPE CARELLI (ITALIAN, 1858-1921)

The Bay of Naples, Italian landscape; a pair

both signed 'G. Carelli' (lower left)

oil on board

each 18.7 x 33.9cm (7 3/8 x 13 3/8in). (2)

£1,200 - 1,800

€1,600 - 2,300

US\$1,700 - 2,600



160



160



161



162

161 AR

ANTOINE BOUVARD (FRENCH, 1870-1956)

Gondoler on a Venetian backwater
signed 'Bouvard' (lower left)
oil on canvas
38 x 55cm (14 15/16 x 21 5/8in).

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

162 AR

NOEL GEORGES BOUVARD (FRENCH, 1912-1975)

Sunlit archway
signed 'Bouvard' (lower right)
oil on canvas
65 x 91cm (25 9/16 x 35 13/16in).

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

Provenance

E. Stacy-Marks Ltd., Eastbourne, no. B. 434.



163

163 AR

ANTOINE BOUVARD (FRENCH, 1870-1956)

A bustling canal scene, Venice

signed 'Bouvard' (lower right)

oil on canvas

50 x 65.5cm (19 11/16 x 25 13/16in).

£5,000 - 7,000

€6,500 - 9,000

US\$7,200 - 10,000

Provenance

Anon. sale, Sotheby's, London, 20 January 1965, lot 83.

Private collection, UK (acquired at the above sale and thence by descent to the present owner).



164



165

164 *
EUGÈNE GALIEN-LALOUÉ (FRENCH, 1854-1941)
 Place de la Bastille, Paris
 signed 'E.Galien-Laloue.' (lower left)
 watercolour
 19.5 x 32cm (7 11/16 x 12 5/8in).

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

165
HENRI BIVA (FRENCH, 1848-1928)
 Parc Monceau, Paris
 signed 'Henri Biva' (lower left)
 oil on canvas
 50 x 61cm (19 11/16 x 24in).

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



166



167

166^{AR}

MARCEL DYF (FRENCH, 1899-1985)

Arbres de Provence à Eygalières

signed 'Dyf' (lower right)

oil on canvas

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

Painted in 1980

£3,500 - 4,500

€4,500 - 5,800

US\$5,100 - 6,500

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. 5070.

167

CECILIO PLÁ (SPANISH, 1860-1934)

In a Spanish garden

signed and inscribed 'Cecilio Pla/Barcelona' (lower right); signed 'Cecilio Pla' (lower left)

oil on canvas

44 x 81cm (17 5/16 x 31 7/8in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700



168

168 AR

**CHARLES CLEMENT FRANCIS PERRON
(FRENCH, 1893-1958)**

Monnaie du pape

signed and dated 'C. Perron./1928.' (upper left)

oil on canvas

60 x 73.5cm (23 5/8 x 28 15/16in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,200

Provenance

E. Stacy-Marks Ltd., Eastbourne.

169

HENRI LEBASQUE (1865-1937)

Pierre avec Nono et Marthe

signed 'H. Lebasque' (lower right)

watercolour and pencil on paper

17 x 20cm (6 11/16 x 7 7/8in).

£800 - 1,200

€1,000 - 1,600

US\$1,200 - 1,700

The authenticity of this work has kindly been confirmed by Madame Maria de la Ville Fromoit and Madame Christine Lenoir.

The present lot depicts Pierre Lebasque with Hélène (called Nono) and Marthe (Henri's daughters) and was painted in the garden of his villa in Le Cannet.



169



170

170 AR

MARCEL DYF (1899-1985)

Claudine lisant

signed 'Dyf' (lower right)

oil on canvas

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

Painted in 1973

£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. 1852.

Provenance

Frost & Reed, London, no. 49766.

E. Stacy-Marks Ltd., Eastbourne, no. D1662.



171

171

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

Portrait of a young girl
signed and dated 'Jul. 1898 . C.Wilhelmson'
(lower centre); dedicated 'Till Fru Fewster.'
(lower left)
watercolour
30.5 x 22cm (12 x 8 11/16in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700

Provenance

Commissioned and purchased directly from
the artist by Ida Fewster.
Thence by descent.



172

172 AR

MARINO MARINI (1901-1980)

Figura Femminile
indistinctly signed 'M/ARINO' (lower right)
oil on board
46.7 x 33.9cm (18 3/8 x 13 3/8in).
Painted circa 1930

£1,200 - 1,800

€1,600 - 2,300

US\$1,700 - 2,600

Provenance

Gualtiero Loria Collection, Florence.
Alberto Milla Collection, Florence.
Private collection, UK (acquired from the
above).

Exhibited

Florence, Palazzo Strozzi, *Arte Moderna in
Italia 1915-1935*, 26 February - 28 May, 1967,
no. 1970.

Literature

Mario De Micheli & Carlo Pirovano, *Marino
pittore*, Milano, 1988, no. 21, (illustrated p.
41).

173

PAUL FISCHER (DANISH, 1860-1935)

Portrait of a lady, said to be the artist's second wife signed and dated '2.2/1912/PAUL/FISCHER' (lower right)
oil on canvas
27.5 x 26cm (10 13/16 x 10 1/4in).

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

174 AR

LOUIS VALTAT (1869-1952)

Le fils jeune
charcoal and pastel on paper laid down on canvas
23.5 x 31cm (9 1/4 x 12 3/16in).

£600 - 800
€780 - 1,000
US\$870 - 1,200

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

Provenance

Wally Findlay Galleries, Paris.
Private collection, London (acquired from the above in 1978).



173



174



175

AYDEMIR SAIDOV (BORN 1979)

Waiting

signed 'Saidov' (lower right); inscribed in
Cyrillic, signed and dated 'Aydemir Saidov/
X.M. 2016r.' (on the reverse)

oil on canvas

81 x 45.6cm (31 7/8 x 17 15/16in).

£4,000 - 6,000

€5,200 - 7,700

US\$5,800 - 8,700

175

176 AR

FRANÇOIS GALL (FRENCH, 1912-1987)

Eugénie, ballerine assise lace son chausson rouge dans les coulisses

signed and inscribed 'F. Gall/Paris' (lower right)

oil on canvas

28 x 22.5cm (11 x 8 7/8in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

The authenticity of this work has kindly been confirmed by Madame Marie-Lize Gall.

This work will be included in the forthcoming François Gall *catalogue raisonné* currently being prepared by Madame Marie-Lize Gall.

Provenance

The Estate of Dr. Herbert & Mrs. Rita LeRoy Roedling, Beverly Hills; sale, Abell Auction Co., Los Angeles, 18 May 2014, lot 65. Private collection, UK (acquired at the above sale)



176

177 AR

FRANÇOIS GALL (FRENCH, 1912-1987)

Eugénie, ballerine debout de dos, ajuste son chausson rose

signed and inscribed 'F. Gall/Paris' (lower left)

oil on canvas laid down on board

45.7 x 26.7cm (18 x 10 1/2in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,200

The authenticity of this work has kindly been confirmed by Madame Marie-Lize Gall.

This work will be included in the forthcoming François Gall *catalogue raisonné* currently being prepared by Madame Marie-Lize Gall.

Provenance

The Estate of Dr. Herbert & Mrs. Rita LeRoy Roedling, Beverly Hills; sale, Abell Auction Co., Los Angeles, 18 May 2014, lot 65. Private collection, UK (acquired at the above sale)



177



178

178 * AR

PABLO PICASSO (1881-1973)

Poisson chiné

stamped 'Madoura Plein Feu/Empreinte originale de Picasso'
(underneath)

partially glazed ceramic plate

34.5 x 42.3cm (13 9/16 x 16 5/8in).

Conceived in 1952 and executed in an edition of 200

£6,000 - 8,000

€7,700 - 10,000

US\$8,700 - 12,000

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 170 (another version illustrated p. 94).



179

179 AR

PABLO PICASSO (1881-1973)

Scène de la Tauromachie
 stamped and numbered 'Madoura Plein
 Feu/Empreinte originale de Picasso/40/100'
 (underneath)
 partially glazed terracotta plate
 42.2cm (16 5/8in) diameter
 Conceived on June 11 1959 and executed in
 a numbered edition of 100

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

Literature

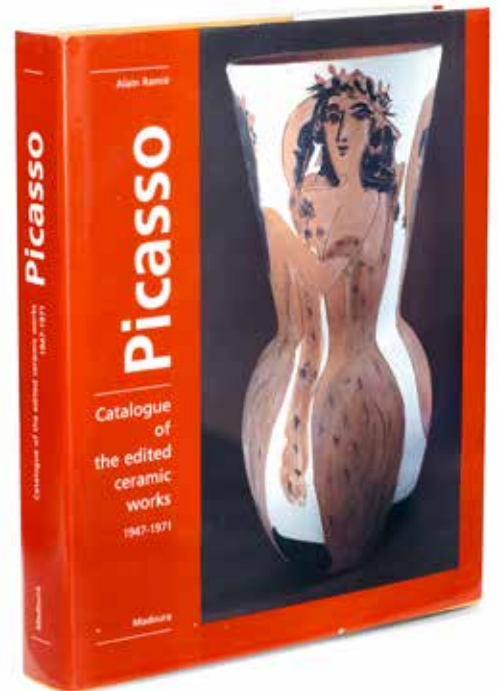
A. Ramié, *Picasso, Catalogue of the Edited
 Ceramic Works, 1947-1971*, Madoura, 1988,
 no. 410 (another version illustrated p. 216).

180

ALAIN RAMIÉ

*Picasso, catalogue de l'oeuvre céramique
 édité, 1947-1971*
 the complete *catalogue raisonné* of Picasso's
 ceramic editions, in English, published in
 Paris, 1988

£600 - 800
 €780 - 1,000
 US\$870 - 1,200



180



181



182

181 AR

ARPAD SZENES (FRENCH, 1897-1985)

Pierre toscane
 stamped with the artist's signature 'Szenes' (lower right)
 watercolour and tempera on paper
 11 x 32cm (4 5/16 x 12 5/8in).
 Executed circa 1977

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

Provenance
 Galerie Jacob, Paris.
 Private collection, UK.

Literature
 Chiara Calzetta Jaeger, *Arpad Szenes: catalogue raisonné des dessins et des peintures*, Vol. II, Milano, 2005, no. AS77-002 (illustrated p. 755).

PROPERTY FROM THE C.S REDDIHOUGH COLLECTION

182 AR

JEAN HELION (FRENCH, 1904-1987)

Abstract study
 signed, inscribed and dated 'Hélión N.Y./37' (lower right)
 watercolour and ink on paper, unframed
 38 x 30.5cm (14 15/16 x 12in).
 Executed in 1937

£1,800 - 2,500
 €2,300 - 3,200
 US\$2,600 - 3,600

The authenticity of this work has kindly been confirmed by Madame Jacqueline Hélión.

Provenance
 Cyril S. Reddihough Esq. Collection.



183

OTHER PROPERTIES

183 AR

MARIO SIRONI (1885-1961)

Composizione

signed 'SIRONI' (lower right)

gouache, tempera and pencil on paper laid down on canvas

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

Executed circa 1935 - 1939

£2,000 - 3,000

€2,600 - 3,900

US\$2,900 - 4,300

The authenticity of this work has kindly been confirmed by the *Associazione per il patrocinio e la promozione della figura e dell'opera di Mario Sironi*.

Provenance

Silvestro Pierangeli Collection, Italy.

Private collection, Rome (acquired from the above by the 1970s).

Thence by descent to the present owner.

END OF SALE

The next sale of British and European Art is on 11 October 2016.

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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*.

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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.

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5. BIDDING

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

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should 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 £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £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 "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

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

8. VAT

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

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

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

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd 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.
- 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*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT	9 THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would be by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1 If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1 The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2 to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3 Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3 to retain possession of the <i>Lot</i> ;	9.3.1 the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4 to remove and store the <i>Lot</i> at your expense;	9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5 to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8 to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9 to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and		11 GOVERNING LAW	All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.1.10 so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	10 MISCELLANEOUS	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10.2	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
8.3 On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.			

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

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

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

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

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

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

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

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

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

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

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

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

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

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

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

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

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

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

4 COLLECTION OF THE LOT

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

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

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

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

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

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

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	7.4	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;			
7.1.3 to remove, and/or store the <i>Lot</i> at your expense;			
7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	10 OUR LIABILITY	10.1
7.1.10 on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2		We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1		10.2
7.2 You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2		Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
	9 FORGERIES		
	9.1		10.2.1
	9.2		10.2.2
	9.2.1		10.2.3
	9.2.2		10.2.4
	9.2.3		

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements. If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.7 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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.	12.12	13
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.	12	GOVERNING LAW
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	12.1 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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term. 12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.	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 <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com. 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 <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Website" *Bonhams Website* at www.bonhams.com

"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.
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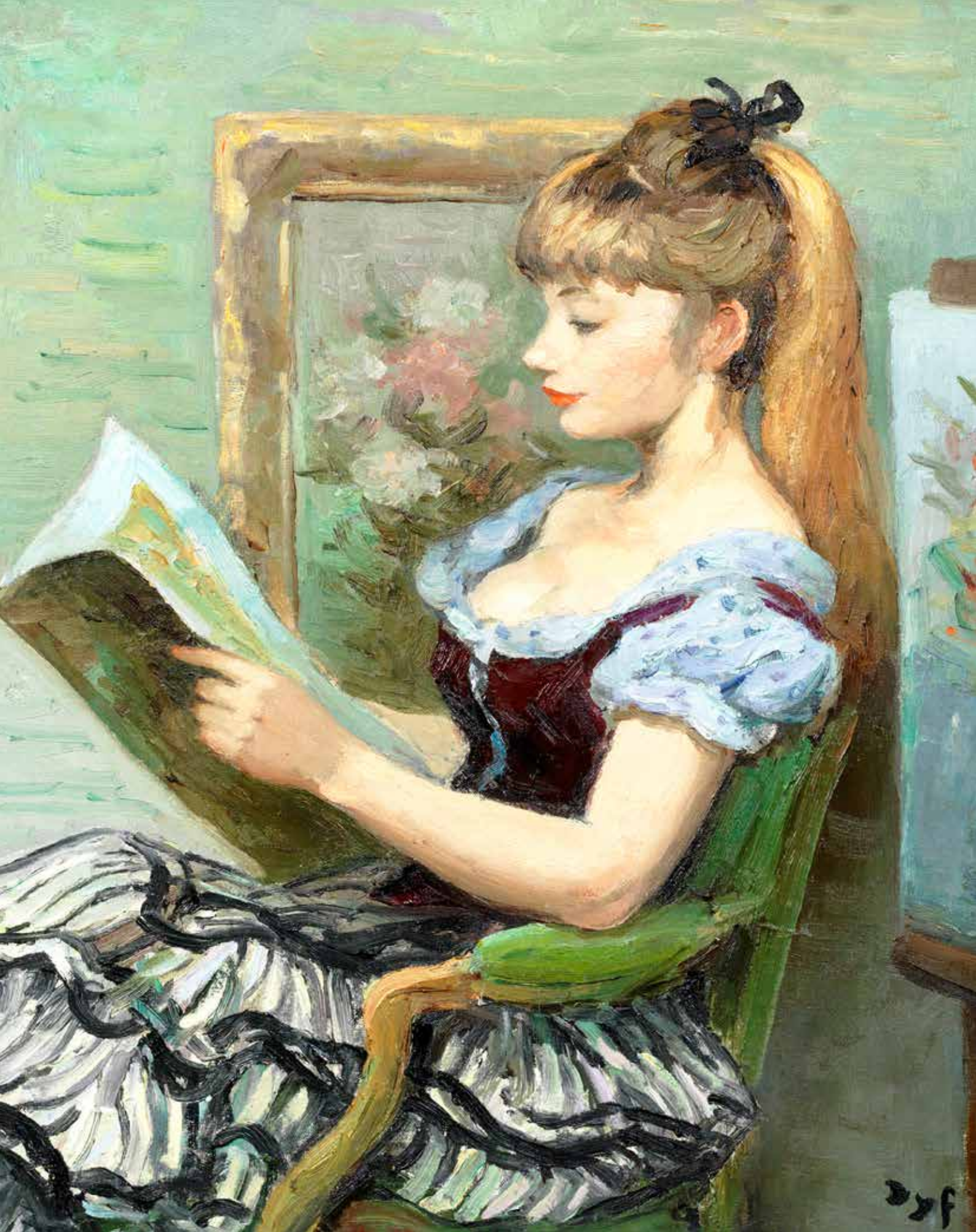
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