



**BRITISH AND
EUROPEAN ART**

Tuesday 25 October 2016

Knightsbridge, London

Bonhams



BRITISH AND EUROPEAN ART

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

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

Tuesday 25 October 2016 at 1pm

Knightsbridge, London

BONHAMS

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SALE NUMBER

23540

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

IMPORTANT INFORMATION

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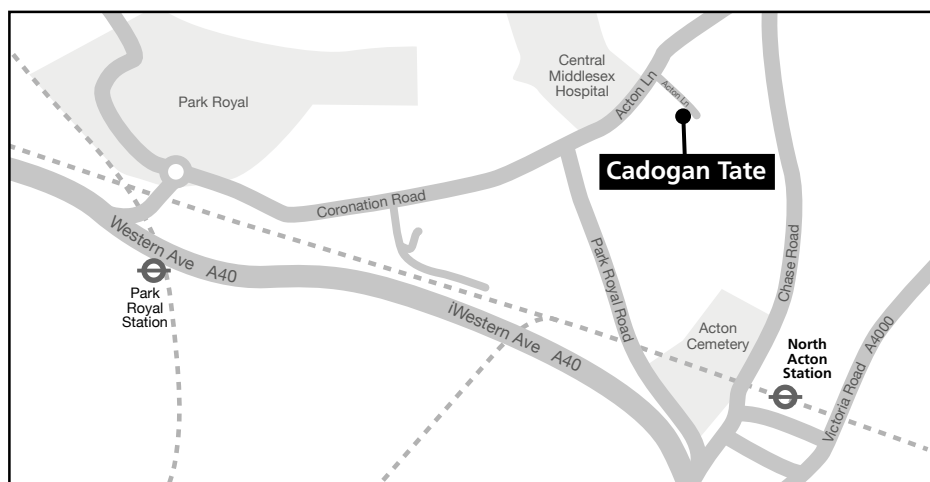
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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP from 9.00am Thursday 27 October 2016.

COLLECTION

Sold TP lots will be available for collection from Cadogan Tate from 12pm Monday 31 October 2016 and then every working day between 9am and 4.30pm on production of photographic identification and written authorisation for third-party collections.

To arrange a collection time please send a booking email to: collections@cadogantate.com or telephone call to +44 (0)800 988 6100 to ensure lots are ready at time of collection.

All other sold lots will remain in the Collections room at Knightsbridge for a period of not less than 14 calendar days from the sale date. Lots not collected by 5.30pm Tuesday 8 November 2016 will be returned to the department storage charges may apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date 25 October 2016. Charges will apply from 9am Tuesday 8 November 2016.

Pictures and small objects: £2.85 per day + VAT
Furniture, large pictures and large objects: £5.70 per day+ VAT
(Note: Charges apply every day including weekends and Public Holidays)

Handling

After the first 14 calendar days following the sale (8 November 2016), the following handling charges apply per Lot:
Pictures and small objects: £21.00+ VAT
Furniture, large pictures £42.00+ VAT

Loss and Damage

Extended Liability cover to the value of the Hammer Price will be charged at 0.6% but capped at the total value of all other charges.

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Will be applied at the current rate on all above charges

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

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Information on charges due is available by email at collections@cadogantate.com or telephone on +44 (0)800 988 6100

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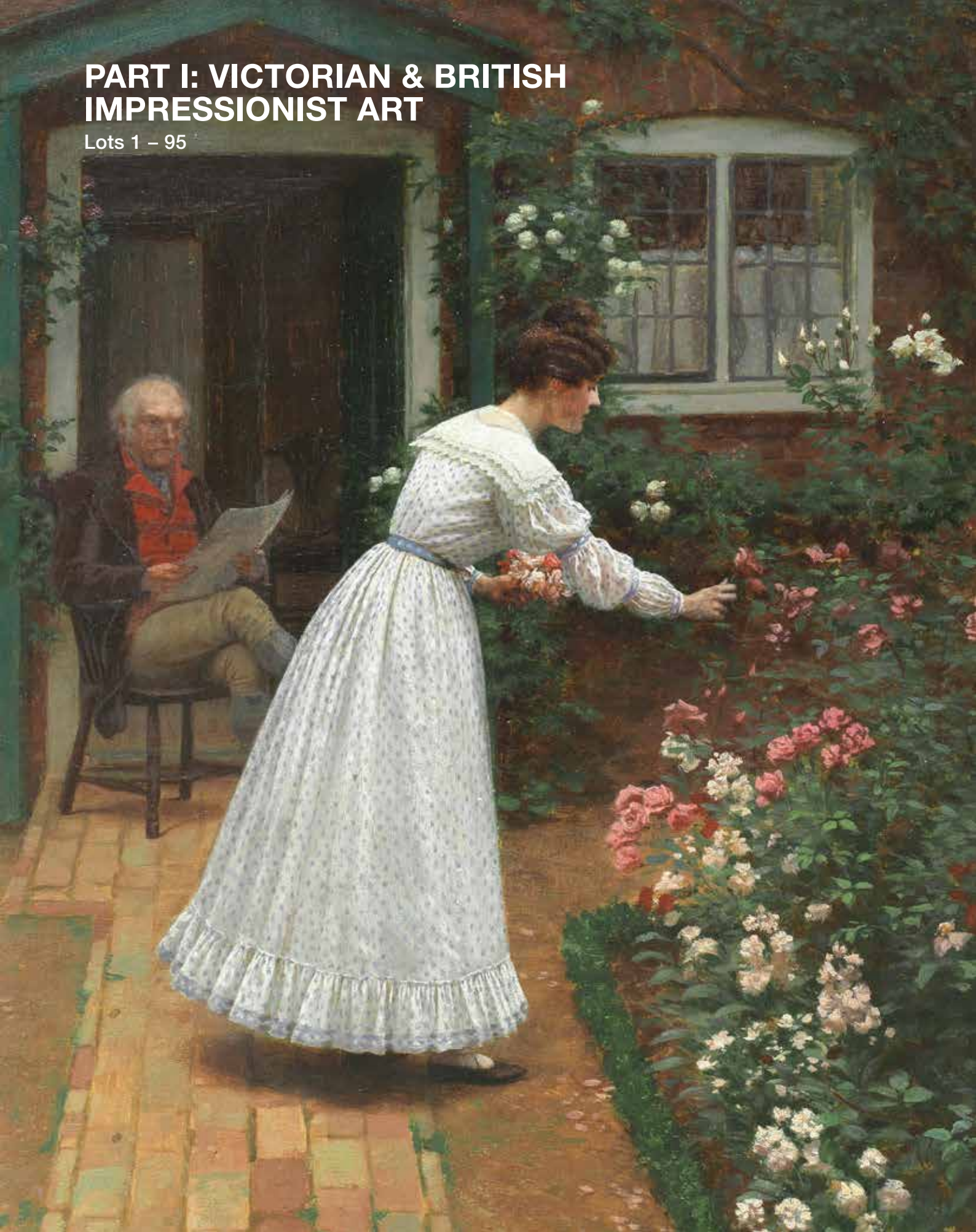
(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit, or debit card, or travellers cheque.

Payment at time of collection by:

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

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

Lots 1 – 95





1

1

HARRY SUTTON PALMER, R.I. (BRITISH, 1854-1933)

View of a wood
signed 'Sutton Palmer.' (lower right)
watercolour
36.5 x 53cm (14 3/8 x 20 7/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

Leicester Galleries, London.



2

2 *

GEORGE HERIOT (BRITISH, 1759-1839)

Ilfracombe, Devon
inscribed and dated 'Ilfracombe 18 May
1826.' (on the reverse)
watercolour
14.5 x 21.3cm (5 11/16 x 8 3/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

The Fine Art Society, London, March 1972,
no. 10085.
Private collection, USA.



3

3 *

GEORGE HERIOT (BRITISH, 1759-1839)

Boulevard des Italiens, Paris
bears inscription and date 'Boulevards Italiens
1820' (under the mount)
watercolour
11.7 x 18.7cm (4 5/8 x 7 3/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

The Fine Art Society, London, April 1972, no.
9973.
Private collection, USA.

OTHER PROPERTIES

4

ALBERT GOODWIN RWS (BRITISH, 1845-1932)

'Wells Wartime'

signed and dated 'Albert Goodwin 1917' (lower right); inscribed and dated 'Wells Wartime/1917' (lower left)

watercolour over traces of pencil heightened with scratching out

36.8 x 54.6cm (14 1/2 x 21 1/2in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance

Richard Haworth, Blackburn.
Private collection, UK.



4

5

ALBERT GOODWIN RWS (BRITISH, 1845-1932)

'The last of the windmills, Canterbury'

signed and dated '1923/Albert Goodwin' (lower right); inscribed 'The last of the windmills/Canterbury' (lower left); inscribed 'The old order changeth' (lower centre)

watercolour over traces of pencil heightened with scratching out

30.5 x 49.5cm (12 x 19 1/2in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Private collection, UK.



5

6

ALBERT GOODWIN RWS (BRITISH, 1845-1932)

'Moonrise, Hastings'

signed and dated 'Albert Goodwin 1915' (lower right); inscribed 'Moonrise/Hastings.' (lower left)

watercolour heightened with scratching out

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

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

Richard Haworth, Blackburn.
Private collection, UK.



6



7



8

7

HILDA HECHLE (BRITISH, 1886-1939)

'Nocturne des Alpes'

signed 'HHECHLE' (lower left); signed, titled and inscribed with the artist's address (on an artist's label attached to the frame)

oil on canvas

92 x 137cm (36 1/4 x 53 15/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Hilda Hechle was a member of the Ladies' Alpine Club and exhibited her mountain landscapes at the Alpine Club Gallery's annual *Picture Exhibition* between 1925 and 1929. She was also a successful illustrator.

PROPERTY OF A NEW ENGLAND FAMILY

8 *

JAMES PATERSON PRSW RSA RWS (BRITISH, 1854-1932)

The Restonica, Corte

signed and inscribed 'James Paterson/Corte' (lower right); bears title and the artist's address (on the reverse)

watercolour

36.5 x 52.5cm (14 3/8 x 20 11/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

The Fine Art Society, London, May 1970, no. M8306.

Private collection, USA.



9

OTHER PROPERTIES

9

BERNARDO HAY (BRITISH, 1864-1931)

Fishing off the coast of Capri
 signed with strengthened signature 'Bernard Hay.' (lower left)
 oil on canvas
 31.5 x 53.5cm (12 3/8 x 21 1/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

10

EDWARD THEODORE COMPTON (BRITISH, 1849-1921)

Pizzo Badile
 signed and dated 'ET Compton 1875' (lower left)
 watercolour
 45 x 28.5cm (17 11/16 x 11 1/4in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,300



10



11



12

11 *

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A nightingale
signed 'A. Thorburn' (lower right)
watercolour and bodycolour
13 x 18cm (5 1/8 x 7 1/16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,300

Provenance

John Spink, London.
Private collection, USA.

12

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A woodcock
dated 'JAN. 10. 95' (lower right)
watercolour and bodycolour
44.5 x 37.5cm (17 1/2 x 14 3/4in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

Anon. sale, Sotheby's at Scone Palace, 5 April 1982, lot 216.
Private collection, UK.



13

13

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Golden eagle eyrie
signed and dated 'A.Thorburn/1898' (lower right)
watercolour
23.5 x 17cm (9 1/4 x 6 11/16in).

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

Provenance

The Tryon Gallery Ltd., London.
Private collection, UK.



14



15

14

HORATIO HENRY COULDERY (BRITISH, 1832-1893)

A trio of Pomeranians
signed with monogram (lower right)
oil on canvas
25.5 x 40.5cm (10 1/16 x 15 15/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

Mandell's Gallery, Norwich.

15

THOMAS EARL (BRITISH, ACTIVE CIRCA 1836-1885)

The chase
signed and indistinctly dated 'T. Earl 18?2' (lower right)
oil on canvas
36.5 x 54cm (14 3/8 x 21 1/4in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



16



17

16

JOHN EMMS (BRITISH, 1843-1912)

Portrait of the terrier 'Chance'
 signed and dated 'JNO EMMS 1904' (lower left); inscribed 'CHANCE'
 (lower centre)
 oil on canvas
 34 x 37.9cm (13 3/8 x 14 15/16in).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 3,900

17

THOMAS EARL (BRITISH, ACTIVE CIRCA 1836-1885)

'The rat catcher'
 signed and indistinctly inscribed 'N.02/The ratcatcher/T. Earl/20 May..'
 (on an old artist's label attached to the backboard)
 oil on board
 48 x 61cm (18 7/8 x 24in).

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000



18



19

18
ALFRED RICHARDSON BARBER (BRITISH, 1841-1925)
 The happy family
 signed 'A. R. Barber' (lower left)
 oil on canvas
 43.5 x 66.1cm (17 1/8 x 26in).

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,500

19 AR
ARTHUR WARDLE, RI (BRITISH, 1864-1949)
 Cattle grazing
 signed 'Arthur Wardle' (lower left)
 oil on canvas
 33 x 55.9cm (13 x 22in).

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000



20



21

20 TP

THOMAS SIDNEY COOPER RA (BRITISH, 1803-1902)

Cows in a landscape
 signed and dated 'T.Sidney.Cooper.R.A./1878' (lower right)
 oil on canvas
 66.5 x 112.4cm (26 3/16 x 44 1/4in).

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

21

WILLIAM HENRY MANDER (BRITISH, 1850-1922)

Near Talyllyn, North Wales
 signed 'W.H.Mander' (lower right); bears inscription 'Nr. Talyllyn. N. Wales/W.H.Mander' (on the reverse)
 oil on canvas
 76.8 x 101.5cm (30 1/4 x 39 15/16in).

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000



22

22

ERNEST WALBOURN (BRITISH, 1872-1927)

A Devonshire fisherman's daughter
signed 'Ernest Walbourn' (lower right)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£1,000 - 1,800
€1,200 - 2,100
US\$1,300 - 2,300



23

23

ROBERT JOBLING (BRITISH, 1841-1923)

Waiting for the ships
signed 'R Jobling' (lower left)
oil on canvas
51 x 62cm (20 1/16 x 24 7/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



24

24

ARTHUR VEREY (BRITISH, 1840-1915)

Grandpa's Birthday
signed 'A. Verney' (lower right)
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

25

HENRY GEORGE TODD (BRITISH, 1847-1898)

A gathering in the field
signed and dated 'G. Todd/77' (lower right)
oil on panel
26 x 42cm (10 1/4 x 16 9/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

26

EDGAR BUNDY (BRITISH, 1862-1922)

The Princess
signed and dated 'Edgar Bundy 1885' (lower left)
oil on canvas
55.9 x 76cm (22 x 29 15/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

27

HENRY JOHN YEEND KING (BRITISH, 1855-1924)

In the garden
signed 'YEEND KING' (lower right)
oil on canvas
50.8 x 68.6cm (20 x 27in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600



25



26



27



28



29

28

EDWARD WILKINS WAITE, RBA (BRITISH, 1854-1924)

Evening, Brockham
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).
Painted circa 1890

£3,000 - 5,000
€3,500 - 5,800
US\$3,900 - 6,500

Provenance

Artist's studio.
Estate of John E Waite, no. 109.
Abbott and Holder Ltd., London.
Private collection, UK (acquired from the above).

29

EDWARD WILKINS WAITE, RBA (BRITISH, 1854-1924)

Woolhampton Bridge
signed 'E.W.Waite.' (lower right)
oil on canvas
41 x 61cm (16 1/8 x 24in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

Sold by the artist to his sister in 1908 (thence by descent).
Anon. sale, Sotheby's, London, 21 March 1990, lot 86.
Private collection, UK (acquired at the above sale).



30



31

30

EDWARD WILKINS WAITE, RBA (BRITISH, 1854-1924)

A wayside inn
signed 'E.W.Waite' (lower right)
oil on canvas
30.5 x 45.7cm (12 x 18in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

Anon. sale., Christie's, South Kensington, 11 June 1992, lot 137.
Private collection, UK (acquired at the above sale).

31

FREDERICK WILLIAM JACKSON (BRITISH, 1859-1918)

In an orchard, spring
signed 'Fred. W. Jackson.' (lower left)
oil on canvas
41 x 68.6cm (16 1/8 x 27in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

Exhibited

London, The Fine Art Society, *The Early Years of The New English Art Club*, February - March 1968, no. 3459.



32



33

32 AR

ALFRED FONTVILLE DE BREANSKI (BRITISH, 1877-1957)

A sunny morning, Burnham Beeches
signed 'Alfred de Bréanski' (lower right)
oil on canvas
50.8 x 76.2cm (20 x 30in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

Anon. sale, Stable Galleries, Ardee, 18/19 July 1973, lot 667.
Private collection, UK (acquired at the above sale).

33 AR

ALFRED FONTVILLE DE BREANSKI (BRITISH, 1877-1957)

'Evening in the Trossachs'
signed 'AF.de.Bréanski' (lower left); signed and inscribed 'Evening in
the Trossachs. NB./A.F.de.Bréanski.' (on the reverse)
oil on canvas
65.7 x 100cm (25 7/8 x 39 3/8in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,300



34

34

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

Windsor Castle at sunset
signed 'Alfred de Bréanski' (lower right)
oil on canvas
64 x 90cm (25 3/16 x 35 7/16in).

£5,000 - 7,000

€5,800 - 8,200

US\$6,500 - 9,100



35

35

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

At Grange over Sands, Lancashire
signed and dated 'S R Percy/1883' (lower right); bears title and signature (on the reverse)
oil on canvas
25.5 x 38cm (10 1/16 x 14 15/16in).



36

36

FREDERICK HENRY HENSHAW (BRITISH, 1807-1891)

Compton Wynates, Warwickshire
oil on panel
52 x 71.5cm (20 1/2 x 28 1/8in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

37

DANIEL SHERRIN (BRITISH, 1868-1940)

A rest in the shade
signed 'D. Sherrin' (lower right)
oil on canvas
60.9 x 107.3cm (24 x 42 1/4in).

£800 - 1,000
€930 - 1,200
US\$1,000 - 1,300



37



38

38

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

Landscape, possibly The Hog's Back, Guildford
signed and indistinctly dated 'Vicat Cole 1858(?)' (lower right)
oil on canvas

67 x 101.5cm (26 3/8 x 39 15/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800



39

39

ALFRED CORBOULD (BRITISH, ACTIVE 1831-1875)

Two Exmoor ponies
signed 'Alfred Corbould' (lower right); bears date '18th March 18/56' (on the reverse)
oil on board, framed as tondo
53 x 53cm (20 7/8 x 20 7/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



40

40

ATTRIBUTED TO WILLIAM JOSEPH SHAYER (BRITISH, 1811-1892)

London and Brighton Coach
oil on canvas
45 x 62.5cm (17 11/16 x 24 5/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



41

41

WILLIAM BARR (BRITISH/AMERICAN, 1867-1933)

The blacksmith and his audience
signed 'W. Barr-' (lower right)
oil on canvas
61 x 91cm (24 x 35 13/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

42 TP

**SAMUEL EDMUND WALLER (BRITISH,
1850-1903)**

A bit of temper, a pair
each signed and dated 'S.E.Waller./1897.'
(lower right); one inscribed with the title (on
the reverse)

oil on canvas

102 x 76.5cm (40 3/16 x 30 1/8in). (2)

£5,000 - 7,000

€5,800 - 8,200

US\$6,500 - 9,100



42



42

43 TP

AFTER WILLIAM POWELL FRITH, RA

The Derby Day
oil on canvas
103 x 226.5cm (40 9/16 x 89 3/16in).

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

The present work is a same sized copy of Frith's iconic work, completed in 1858 and now in the collection of Tate Britain. When Frith's masterpiece was shown at the Royal Academy (1858, no.218) the response was so overwhelming that a rail was erected to keep the crowds back and a policeman was placed on guard. *The Times* noted that 'no closer nor completer transcript of a scene of English amusement has been painted since Hogarth'. *The Derby Day* comprises a series of social vignettes. Frith's interest in physiognomy and phrenology, seeing the face as 'a sure index of character' and social origin, is clearly evident, his characters, especially the groups of criminals and 'low lifes', confirming to social stereotypes. As Christopher Wood commented: 'Frith's picture is an accurate and faithful record of the moral climate of the time, combined with the skilful use of current ideas about physiognomy, character, and class distinction'.¹

The Derby Day was one of Frith's great panoramas of modern society, and stands alongside *Life at the seaside* (RA 1854, no.157) and *The Railway Station* (completed in 1862) as evidence of his talent at representing 'the infinite variety of everyday life...the kaleidoscopic aspect of the crowd'. Following a visit to Kempton races in 1854, Frith noted 'Here is a scene I'd like to paint- "modern life" with a vengeance'. The result, and Frith's achievement at depicting 'groups and tents and sports, the jockeys, course, stands and all the rest' was remarkable, and he sold both the painting and the copyright, before it was even finished. Following the extraordinary furore at the RA, the work toured throughout the UK, going on to Europe, the USA, and Australia.

¹Christopher Wood, *William Powell Frith, A painter and his world*, Stroud, 2006, pp.57-73 and passim.
Mark Bills & Vivien Knight (ed), *William Powell Frith, Painting the Victorian Age*, London, 2006, passim.
William Powell Frith, *My Autobiography and Reminiscences*, London, 1887, passim.



43



44

44

EDMUND BLAIR LEIGHTON, ROI (BRITISH, 1852-1922)

The pick of the posy
signed with initials and dated '1907' (lower left); bears signature and
inscription 'The pick of the posy/E. Blair Leighton' (on the reverse)
oil on panel
35.5 x 25cm (14 x 9 13/16in).

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

Provenance

Private collection, UK.

Literature

A. Yockney, *The Art Annual: The Art of E. Blair Leighton*, London Virtue & Co, Christmas 1913, p. 31.

The present lot is documented in Edmund Blair Leighton's personal records, put together by the descendants of Leighton from documents and letters from the estate.

This work will be included in the forthcoming Edmund Blair Leighton *catalogue raisonné* currently being prepared. We are grateful to Kara Ross for her assistance in cataloguing this lot.



45



46

45
**ATTRIBUTED TO ROBERT ALEXANDER HILLINGFORD
 (BRITISH, 1828-1904)**

Royalists seeking sanctuary
 bears another signature (lower left)
 oil on canvas
 34 x 47cm (13 3/8 x 18 1/2in).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 3,900

46
JAMES HOLLAND RWS (STAFFORDSHIRE 1799-1870)

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

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000

Provenance
 Frost & Reed, London, no. 36638.



47

47

WILLIAM MOUAT LOUDAN (BRITISH, 1868-1925)

Portrait of a lady
signed 'Mouat Loudan.' (lower left)
oil on canvas
61 x 45.5cm (24 x 17 15/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

It has been suggested that this is a portrait of the artist's wife.



48

48

EDWIN HARRIS, RBSA (BRITISH, 1855-1906)

Portrait of a man
signed 'E. Harris.' (lower right)
oil on panel
21 x 16.5cm (8 1/4 x 6 1/2in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

49

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

Young beauty
signed with monogram and dated '82' (lower
left)
oil on canvas
76.2 x 63.5cm (30 x 25in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

Provenance

Private collection, UK (by descent from the
artist).



49

50 AR

PHILIP CONNARD (BRITISH, 1875-1958)

Portrait of a young girl, said to be the artist's
daughter Jane
signed with monogram (lower right)
oil on board
60.9 x 50.7cm (24 x 19 15/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



50



51

51 *

GEORGE BERNARD O'NEILL (BRITISH, 1828-1917)

'The rehearsal'
signed 'G.B. O'Neill' (lower right); signed and inscribed 'G.B. O'Neill./
n01' (on the reverse)
oil on canvas
71 x 95.3cm (27 15/16 x 37 1/2in).

£5,000 - 7,000
€5,800 - 8,200
US\$6,500 - 9,100

Provenance

Frost & Reed, London, no. 32869.
Private collection, Canada.

Exhibited

London, Royal Academy, 1879, no. 1368.

52

CLAUDE CALTHROP (BRITISH, 1845-1893)

The court jester
signed with monogram and dated '1870'
(lower right)
oil on canvas
68 x 51cm (26 3/4 x 20 1/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600



52

53

JOHN CALLCOTT HORSLEY, RA (BRITISH, 1817-1903)

The suitor
signed with monogram and dated '1860'
(lower left)
oil on canvas
35.5 x 30.5cm (14 x 12in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600



53



54

54 TP

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

Sir Daniel and Lady Hall
signed 'LEWIS' (lower right)
oil on canvas
94 x 142cm (37 x 55 7/8in).

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

Exhibited

London, Royal Academy, *Summer Exhibition*, 7 May - 11 August 1923, no. 585.

Cape Town-born artist Neville Lewis began his artistic education at the Slade School of Fine Art in London in 1914. Following two years of study, he served in the British army in France and Italy during the Great War before returning to London in 1919, where he made a living as a portrait painter until 1938.

This impressive double portrait, painted when Lewis was only 28 years old, was his first to be accepted for exhibition at the Royal Academy. The sitters are Sir Alfred Daniel Hall, FRS, (1864-1942) and his second

wife Ida, née Beaver. Sir Daniel was an 'agricultural educationist' from Rochdale, Lancashire. He was principal of Wye College and director of Rothamsted Experimental Station. He was elected as a Fellow of the Royal Society in 1909, and made KCB in 1918 for service as the Chief Scientific Adviser to the Ministry of Agriculture. Author of various books on agriculture and science, he delivered a paper in Cape Town in 1905 on 'Recent developments in agricultural science'; he also wrote a paper on 'Rural education appropriate to colonial life and agriculture in South Africa'. His personal interests included tulips and oriental art, as is evidenced in the present lot; indeed he went on to publish *The Book of the Tulip* in 1929.

The portrait was probably commissioned to commemorate Sir Daniel's second marriage. His first wife, Mary, passed away in 1921, and he married the second Lady Hall the following year. In the lower right corner of the painting we can see a letter in Sir Daniel's hand. It is signed 'A Neville Lewis', and most likely contains correspondence regarding this commission.

Bibliography

Paul Brassley, 'Hall, Sir (Alfred) Daniel (1864–1942)' in the *Oxford Dictionary of National Biography*, (Oxford, 2004).

55

HARRIETTE SUTCLIFFE (BRITISH, ACTIVE 1881-1922)

The toy horse
signed with monogram and dated '1900' (lower right)
oil on canvas
121.9 x 71.1cm (48 x 28in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

56

ALEXANDER MELVILLE (BRITISH, ACTIVE 1846-87)

Queen Victoria knitting quilts for the Royal Victoria Hospital, Netley
signed and dated 'Alexr Melville/1887' (lower left)
oil on panel
50 x 39cm (19 11/16 x 15 3/8in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance

Private collection, UK.

Alexander Melville was commissioned by Major Michael Stocks to paint Queen Victoria with Princess Helena and Princess Beatrice knitting quilts in the White Drawing Room at Windsor Castle. The quilts were presented to the Royal Victoria Hospital in Netley for the soldiers wounded at Tel-el-Kebir in Egypt in 1882. The painting, now in the Royal Collection at Osborne House (RCIN 406260), was dated 1886. It is possible that the current work was painted the following year as a gift to the Queen.



55



56

57

GEORGE JONES, RA (BRITISH, 1786-1869)

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

£7,000 - 8,000
€8,200 - 9,300
US\$9,100 - 10,000

Provenance

Commissioned by Colonel Paul Anderson.
Thence by family descent.

Exhibited

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

Literature

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

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

[...]

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

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

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

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

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

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

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

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



57



58



59

58

BRITISH SCHOOL, 19TH CENTURY

The duet
bears monogram (lower left)
oil on canvas
40 x 51cm (15 3/4 x 20 1/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

59

EDMUND BLAIR LEIGHTON, ROI (BRITISH, 1852-1922)

The connoisseur
signed with initials and inscribed 'LANGHAM SKETCH' (lower right)
oil on paper
12.5 x 18cm (4 15/16 x 7 1/16in).

£800 - 1,200
€930 - 1,400
US\$1,000 - 1,600

The authenticity of this work has kindly been confirmed by Kara Ross. This work will be included in the forthcoming Edmund Blair Leighton *catalogue raisonné* currently being prepared.

Blair Leighton became a member of the Langham Sketching Club in 1878 which now rents space from the London Sketch Club. This was the same year he started exhibiting at the Royal Academy. In 1880 Blair Leighton became the Langham president, which he only remained for the one year. This was not abnormal, since most of the Langham presidents only remained as such for one year with few exceptions. One strong tradition of the Langham was that every week when the club met, a theme for the day would be given. For example, one week the theme of "old times" was given, using this as a guide line, everyone at the club would then sketch up a quick composition in oil. Many times these sketches were only used as part of this creative practice, but on many occasions, if the composition and theme hit a resonant chord with the artist, it would then be developed into a fully worked out composition and then a final painting, some of which were exhibited at the Royal Academy and in other locations as well.

We are grateful to Kara Ross for her assistance in cataloguing this lot.



60

60 *

JOHN REINHARD WEGUELIN (BRITISH, 1849-1927)

Revelry

signed with initials and dated '18 JRW 79' (lower right)

oil on canvas

115 x 76.5cm (45 1/4 x 30 1/8in).

£6,000 - 8,000

€7,000 - 9,300

US\$7,800 - 10,000



61

61

SAMUEL DAVID COLKETT (BRITISH, 1806-1863)

A country landscape
signed and dated 'S. D. Colkett 18' (lower right)
oil on panel
45.5 x 60.8cm (17 15/16 x 23 15/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



62

62

WILLIAM MELLOR (BRITISH, 1851-1931)

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

£1,500 - 2,500
€1,800 - 2,900
US\$2,000 - 3,300



63

63

HENRY JOHN BODDINGTON (BRITISH, 1811-1865)

A gypsy encampment
signed 'HJ Boddington' (lower right)
oil on canvas
48 x 84cm (18 7/8 x 33 1/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

64 AR

**TOM ROBERTSON, ROI RBA RI (BRITISH,
1850-1947)**

Claire de lune

signed 'Tom Robertson' (lower right)

oil on canvas

71 x 56cm (27 15/16 x 22 1/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

65

JOHN LINNELL (BRITISH, 1792-1882)

An evening trout

signed with strengthened signature 'J Linnell'

(lower right)

oil on canvas

34.3 x 31.7cm (13 1/2 x 12 1/2in).

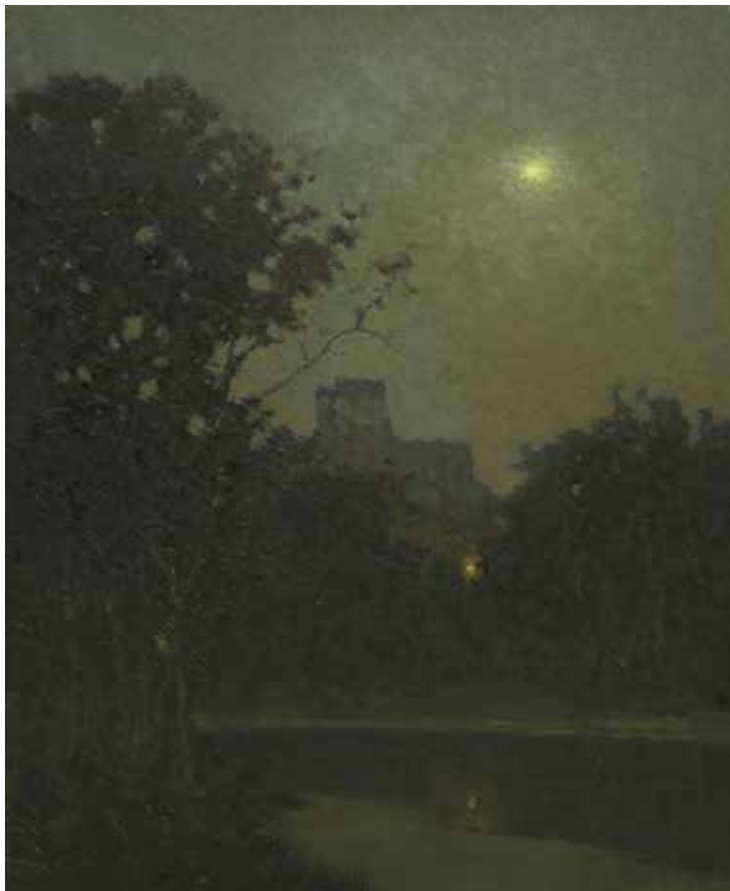
£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Charles Nicholls & Son, Manchester.



64



65



66



67

66

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

Driving cattle through the valley, Capel Curig, Moel Siabod in the distance

signed and dated 'B.W LEADER. 1871' (lower left)

oil on canvas

58.4 x 91.2cm (23 x 35 7/8in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

Provenance

Cooling Galleries, London.

Haynes Fine Art, Broadway, no. 2102.

Private collection, UK.

67

JOHN BERNEY LADBROOKE (BRITISH, 1803-1879)

Droving cattle, a pair

oil on board

33 x 25.2cm (13 x 9 15/16in).(2)

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

Mandell's Gallery, Norwich.



68

68
WILLIAM LEIGHTON LEITCH RI (BRITISH, 1804-1883)

A ruin in the Campagna of Rome
 signed with monogram and dated '1841'
 (lower right)
 oil on canvas
 71 x 108cm (27 15/16 x 42 1/2in).

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

Exhibited
 (Possibly) London, Royal Academy, 1841, no. 639.

68A
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
 €1,200 - 1,800
 US\$1,300 - 2,000



68A



69



70

69

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Castletown, Isle of Man
signed 'W. Webb' (lower left); bears title (on the reverse)
oil on canvas
30.5 x 61cm (12 x 24in).

£1,500 - 2,500

€1,800 - 2,900

US\$2,000 - 3,300

70

JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)

Shipping in rough seas
signed and dated 'J. Moore 1883' (lower left)
oil on canvas
40.7 x 50.8cm (16 x 20in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

Mandell's Gallery, Norwich.



71



72

71

JAMES STARK (BRITISH, 1794-1859)

Fishing in Windsor Forest
 bears inscription 'J Stark View in Windsor Forest' (on the reverse)
 oil on panel
 39 x 51cm (15 3/8 x 20 1/16in).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 3,900

72

JAMES STARK (BRITISH, 1794-1859)

Cattle in a wooded landscape
 oil on panel
 56 x 77.5cm (22 1/16 x 30 1/2in).

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,500

Provenance

Fortescue Swann Galleries, London.
 Mandell's Gallery, Norwich.



73



74

73

MYLES BIRKET FOSTER, RWS (BRITISH 1825-1899)

Loch Leven Castle
signed with monogram (lower left)
watercolour
14.8 x 19.8cm (5 13/16 x 7 13/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Literature

H. M. Cundall, *The life and work of Birket Foster*, London, 1906, illustrated opposite page 92.

The present lot is sold with a 1986 reprint of *The life and work of Birket Foster* by H.M. Cundall.

74

HELEN ALLINGHAM RWS (BRITISH, 1848-1926)

The little reapers, two children carrying hay stooks
signed 'H Allingham' (lower right)
watercolour
18 x 15cm (7 1/16 x 5 7/8in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



75

75

HELEN ALLINGHAM RWS (BRITISH, 1848-1926)

Feeding time

signed 'H. Allingham' (lower right)

watercolour

25.5 x 34cm (10 1/16 x 13 3/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

76

PHILIP RICHARD MORRIS, ARA (BRITISH, 1836-1902)

The sailor's bride

signed 'P R Morris' (lower left)

watercolour and bodycolour

74 x 49cm (29 1/8 x 19 5/16in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,300



76



77

77

SIMEON SOLOMON (BRITISH, 1840-1905)

Portrait study of Jayne Maddax Brown signed with initials and dated '1887' (lower right); inscribed 'Jayne Maddax Brown' (lower left)

pencil, unframed
22.5 x 19cm (8 7/8 x 7 1/2in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

The authenticity of this work has kindly been confirmed by Mr Simon Reynolds on the basis of a photograph.



78

78

CHARLES MACIVER GRIERSON (BRITISH, 1864-1939)

Embroidery signed and indistinctly dated 'C. MacIver Grierson/1913(?)' (lower left)

watercolour
35 x 26cm (13 3/4 x 10 1/4in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

79 AR

FRANCES MARY HODGKINS (NEW ZEALANDER/BRITISH, 1869-1947)

Interior scene with woman at a table
signed and dated 'F.Hodgkins/08' (lower right)
watercolour
27.5 x 28cm (10 13/16 x 11in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

80

WALTER LANGLEY, RI (BRITISH, 1852-1922)

A simple meal
signed and dated 'W Langley 19' (lower right)
watercolour
26 x 35cm (10 1/4 x 13 3/4in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600



79



80



81



82

81 AR

JOHN ANTHONY PARK (BRITISH, 1880-1962)

Harbour scene
signed 'J A PARK' (lower right)
oil on board
36 x 46cm (14 3/16 x 18 1/8in).

£1,200 - 1,500
€1,400 - 1,800
US\$1,600 - 2,000

82 AR

CHARLES EDDOWES TURNER (BRITISH, 1883-1965)

Westminster Abbey, London
signed 'C E TURNER' (lower left); inscribed 'Westminster Abbey,
London' (lower right)
oil on canvas
51 x 76.2cm (20 1/16 x 30in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600



83

83 AR TP

ALFRED EGERTON COOPER, RBA (BRITISH, 1883-1974)

Mother with child in spring landscape
signed 'A Egerton Cooper.' (lower right)
oil on canvas, unframed
137.1 x 91.5cm (54 x 36in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



84

84

WILLIAM LOGSDAIL (BRITISH, 1859-1944)

Piazza San Marco, Venice
signed 'W. Logsdail.' (lower right)
oil on canvas
44 x 54.5cm (17 5/16 x 21 7/16in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

85

WILLIAM LOGSDAIL (BRITISH, 1859-1944)

The garden gate
signed 'W Logsdail' (lower left)
oil on canvas
64 x 52cm (25 3/16 x 20 1/2in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



85

86 * AR

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

Tunny Boats, Concarneau
signed 'W LEE HANKEY' (lower right)
oil on canvas
63.5 x 76.2cm (25 x 30in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



86

87 AR

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

Children playing in the shallows
oil on board
30.2 x 40.5cm (11 7/8 x 15 15/16in).
There is an additional oil sketch on the reverse
of the present lot

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



87

87A

EDWARD EMERSON SIMMONS (AMERICAN, 1852-1931)

'Sarah and Marjory'

signed and dated 'Edward E. Simmons/1890.' (lower left); signed, inscribed and dated 'Sarah + Marjory./St. Ives Cornwall./June 1890./Edward E. Simmons.' (on the reverse)

oil on canvas

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

£10,000-15,000

€12,000 – 18,000

US\$ 13,000 – 20,000

Provenance

Private collection, Cambridge, Massachusetts (possibly acquired directly from the artist).

Thence by family descent.

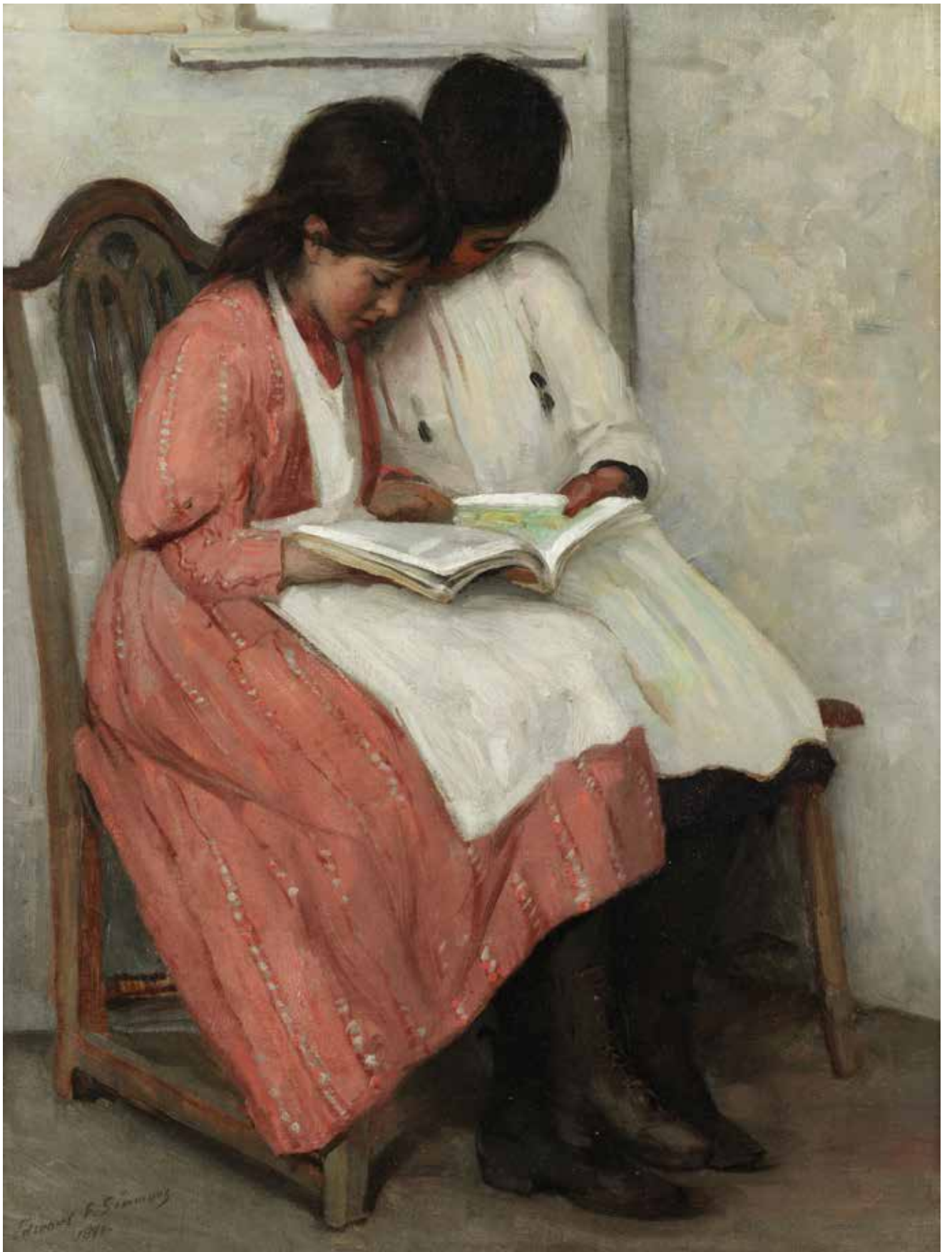
Edward Emerson Simmons was born in 1852 in Concord, Massachusetts. After completing a Bachelor of Arts at Harvard he ventured to Europe, where he studied at the prestigious *Académie Julian*. He excelled under the tutelage of Lefebvre and Boulanger, winning an award at the Académie in 1881 and receiving an honourable mention for his 1882 entry at the Paris Salon.

Simmons spent time in Concarneau, an idyllic location for *pleinairists* looking to explore maritime subjects and peasant life genre scenes. He was particularly inspired by Jules Bastien-Lepage, who explored themes of young working class subjects in local settings. In Concarneau he became acquainted with artists who had similar interests and he soon visited St. Ives in Cornwall.

Simmons, captivated by the colony on the northern coast of England, returned in the summer of 1886 to settle with his wife Vesta Simmons (née Schallenberger). Encouraging a number of other American artists to join them, he cemented St. Ives' status as an international melting-pot of artists.

The present lot was executed in June of 1890 in St. Ives. Simmons has depicted an intimate scene: two young girls - Mary and Marjory - are absorbed in reading an illustrated book. Their bowed heads and inward gaze isolates them from the viewer as they enjoy a moment of closeness and tenderness. A plain background and the simple dress of the girls implies that the sitters are of modest means, possibly fishermen's daughters.

The present lot was in the possession of a family acquainted with the artist in Cambridge, Massachusetts.



87A



88

88 AR

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

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

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

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

Exhibited

London, The Fine Art Society, November
1950, no. 58.

London, Royal Academy of Arts, *Sir William
Russell Flint Exhibition*, 1962, no. 208, titled
Rosalie Crutchley - chalk drawing.



89

89 AR

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

Two standing figures
signed with initials 'W.R.F.' (lower left);
indistinctly signed, inscribed and dated
'September 1933' (on the stretcher)
oil on canvas
50 x 37.5cm (19 11/16 x 14 3/4in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

90 AR

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

In the dressing room
signed with initials and dated '1922' (lower
centre)

charcoal

29.9 x 24.8cm (11 3/4 x 9 3/4in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Leigh Underhill Gallery, London.

91 AR

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

Circus performers
signed 'Laura Knight' (lower left)

charcoal

53 x 38cm (20 7/8 x 14 15/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



90



91



92



93

92

EDWARD LADELL (BRITISH, 1821-1886)

Still life with pears and grapes
signed with monogram (lower right)
oil on canvas
25.5 x 31cm (10 1/16 x 12 3/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

MacConnal-Mason & Son. Ltd., London.
Private collection, UK.

93 AR

CECIL KENNEDY (BRITISH, 1905-1997)

Madame Butterfly Roses
signed 'Cecil Kennedy' (lower right)
oil on canvas
50.8 x 40.6cm (20 x 16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

The Fine Art Society, London.



94

94

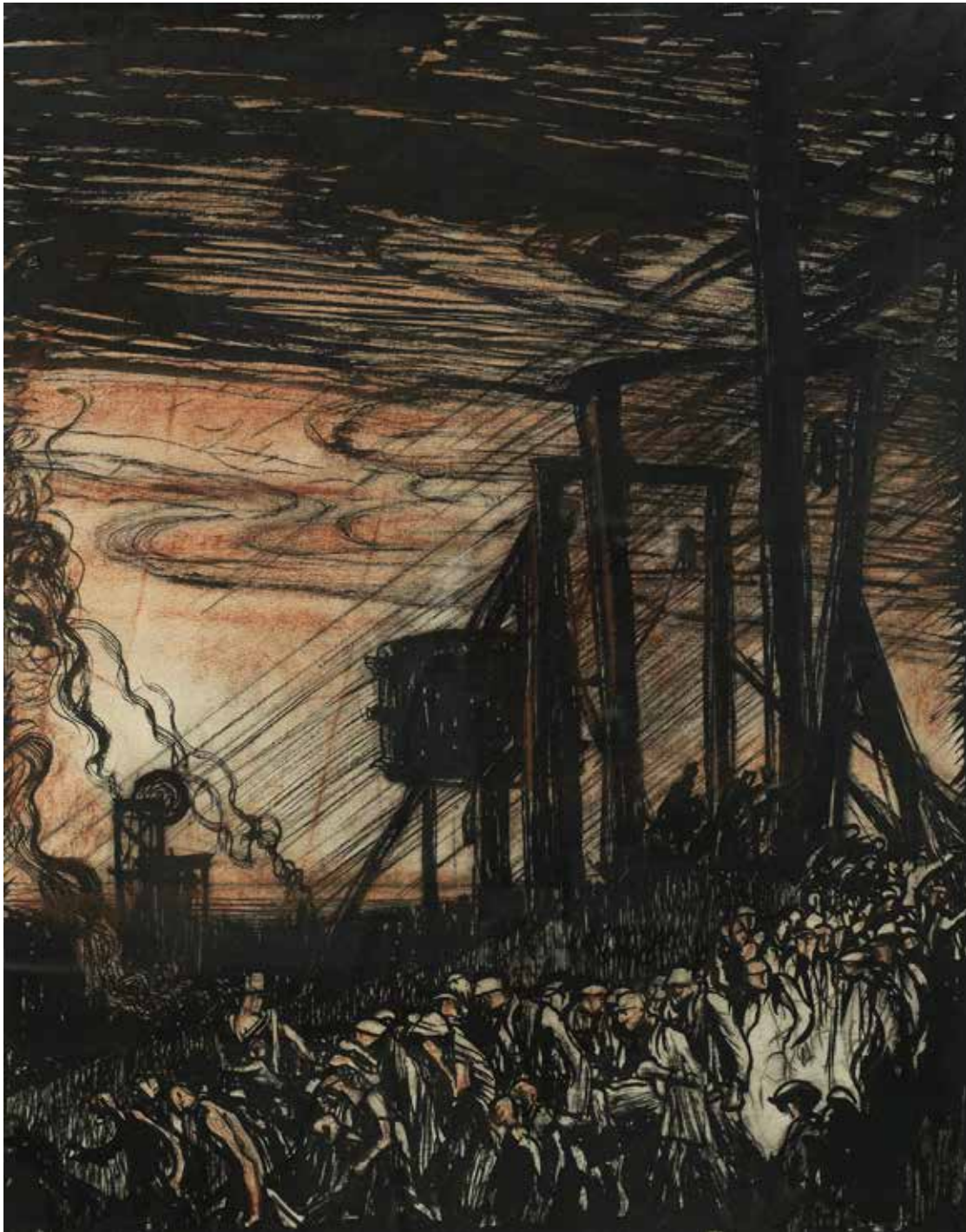
ELOISE HARRIET STANNARD (BRITISH, CIRCA 1828-1915)

Still life of peaches and cobnuts
signed and dated 'E H Stannard/1891' (lower left)
oil on canvas
25.5 x 31cm (10 1/16 x 12 3/16in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500



95

95 AR

SIR FRANK BRANGWYN RA (BRITISH 1867-1956)

'Voici les travailleurs cassés de peine, aux six coups de marteaux des jours de la semaine'

pen, ink and crayon

41.2 x 33cm (16 1/4 x 13in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Chris Beetles Ltd., London.
Private collection, UK.

Exhibited

London, Chris Beetles Ltd., *The British Art of Illustration, 1800-1999*, no. 272.

London, Chris Beetles Ltd., *Summer show*, 2001, no. 122.

Literature

Emile Verhaeren, *Les villes tentaculaires*, Paris, 1919, (illustrated p. 41).

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

Lots 96 – 194





96



97

96

GEORGES LAUGÉE (FRENCH, 1853-1937)

The gleaners
 signed 'Georges Laugée' (lower left)
 oil on canvas
 82 x 101cm (32 5/16 x 39 3/4in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

Provenance

The Devonshire gallery, Devon, no. p763.

97

HANS DAHL (NORWEGIAN, 1849-1937)

Portrait of a young Norwegian girl
 signed and inscribed 'Hans.Dahl./Balestrand-Berlin.' (lower right)
 oil on canvas
 120 x 75cm (47 1/4 x 29 1/2in).

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

Provenance

Acquired directly from the artist and thence by descent.



98

98

**FERNAND MARIE EUGÈNE LEGOUT-GÉRARD
(FRENCH, 1856-1924)**

Breton girls on the cliffs above the port of Audierne
signed 'F Le Gout Gerard' (lower right)

oil on canvas

60 x 74cm (23 5/8 x 29 1/8in).

£5,000 - 7,000

€5,800 - 8,200

US\$6,500 - 9,100



99



100

99

JEAN-PAUL LAURENS (FRENCH, 1838-1921)

Study of a grieving woman
signed 'Jean Paul Laurens' (lower right)
oil on canvas
27 x 41cm (10 5/8 x 16 1/8in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600

100

**CIRCLE OF EMILE EISMAN-SEMENOWSKY (POLISH/
FRENCH, 1857-1911)**

The flower girl
indistinctly signed (lower left)
oil on panel, unframed
38 x 27.5cm (14 15/16 x 10 13/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



101

101

DELPHIN ENJOLRAS (FRENCH, 1857-1945)

Le boudoir

signed 'D Enjolras' (lower right)

oil on canvas

46.5 x 33.5cm (18 5/16 x 13 3/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800



103



102



104

102

DANIELE RANZONI (ITALIAN, 1843-1889)

Portrait of a girl
signed 'Ranzoni' (lower right)
watercolour, oval
39.5 x 32cm (15 9/16 x 12 5/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

103 AR

JEAN LOUIS MARCEL COSSON (FRENCH, 1878-1956)

Les ballerines
signed 'COSSON' (lower right)
oil on canvas
41.5 x 34cm (16 5/16 x 13 3/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

104

VINCENZO IROLLI (ITALIAN, 1860-1945)

Portrait of a young girl
signed 'V. Irolli' (lower left)
oil on panel
30.2 x 23.9cm (11 7/8 x 9 7/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



105

105

PIERRE CARRIER-BELLEUSE (FRENCH, 1851-1932)

Ballerinas

signed and dated 'P.Carrier-Belleuse/1926' (lower right)

pastel on canvas

74 x 59.5cm (29 1/8 x 23 7/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

106

CHARLES EDOUARD BOUTIBONNE (FRENCH, 1816-1897)

Her favourite

signed and dated 'C.Boutibonne/1880' (lower left)

oil on canvas

78 x 43cm (30 11/16 x 16 15/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600



106



107

107

ADOLPHE WEISZ (FRENCH, 1838-CIRCA 1910)

The bedroom mirror
signed 'A.Weisz' (lower right)
oil on canvas
75 x 46.5cm (29 1/2 x 18 5/16in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

108 AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

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

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Exhibited

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



108



109

109

FLORENT WILLEMS (BELGIAN, 1823-1905)

A final glance

signed 'F. Willems' (lower left)

oil on panel

74.5 x 54cm (29 5/16 x 21 1/4in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000



110

110

ANTONIO ERMOLAO PAOLETTI (ITALIAN, 1834-1912)

Caught in the act
signed 'A.Ermolao Paoletti' (lower left)
oil on canvas
82 x 65cm (32 5/16 x 25 9/16in).

£3,000 - 5,000
€3,500 - 5,800
US\$3,900 - 6,500

111

VILMA VON PARLAGHY BROCHFELD (PRINCESS VON LWOW) (HUNGARIAN, 1863-1924)

Portrait of Helmuth Karl Bernhard Graf von Moltke (1800-1891)
signed and dated 'V Parlaghy 1891' (upper right)
oil on canvas
70.5 x 60.5cm (27 3/4 x 23 13/16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,300

Helmuth von Moltke (the elder) was Chief of the Prussian General Staff and a German Field Marshal. He was born in Denmark but served in the Prussian army from 1822. He was a noted and successful military tactician in Prussia's wars of the 1860s and 70s with Denmark, Austria and France, and he was also an author, including histories of his campaigns.

He is regarded as a follower of Carl von Clausewitz, who successfully updated his theories to take into account the developments in weapons, armies and transportation of the 19th century.

Vilma von Parlaghy Brochfeld (Princess Elisabeth von Lwow) worked in Berlin and in addition to portraits of von Moltke, painted portraits of Kaiser Wilhelm II and Bismarck.



111

112 TP

**CARL HEINRICH HOFF, THE ELDER
(GERMAN, 1838-1890)**

The entreaty
signed and dated 'Carl Hoff 73' (lower right)
oil on panel
110.5 x 83cm (43 1/2 x 32 11/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



112

113

PAJA JOVANOVIC (SERBIAN, 1859-1957)

Portrait of a seated lady
oil on canvas
52 x 39.5cm (20 1/2 x 15 9/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

The authenticity of this work has kindly been confirmed by Dr. Petar Petrovic on the basis of a photograph.



113



114

114 *

BERNARD DE HOOG (DUTCH, 1867-1943)

Mother and child in interior
signed 'Bernard de Hoog' (lower left)
oil on canvas
60.5 x 50.8cm (23 13/16 x 20in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

Private collection, Canada.

115

BERNARD DE HOOG (DUTCH, 1867-1943)

A peaceful interior scene
signed 'B. de Hoog' (lower left)
oil on canvas
40.5 x 30.5cm (15 15/16 x 12in).

£2,500 - 3,000

€2,900 - 3,500

US\$3,300 - 3,900



115



116

116

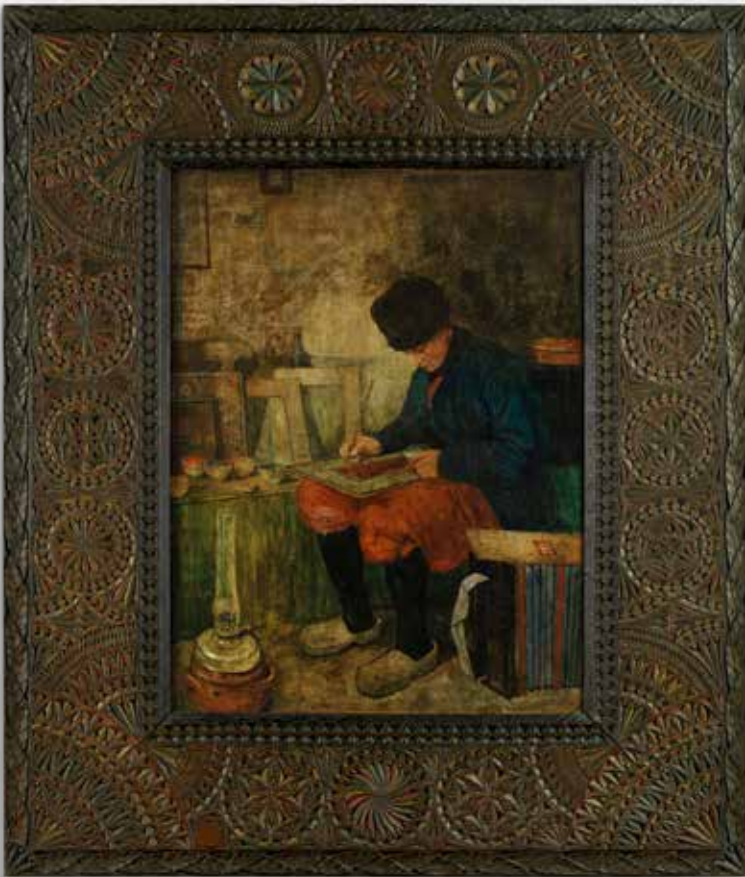
EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)

Darby and Joan
signed 'E Zampighi' (lower right)
oil on canvas
58.4 x 45.7cm (23 x 18in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800



117

117

NICO JUNGMANN (DUTCH, 1872-1935)

Self portrait

signed with monogram (lower right); signed with monogram (on the frame lower left)
tempera on panel, in the artist's hand carved and painted frame

panel 50 x 37cm (19 11/16 x 14 9/16in);
overall 77 x 66cm (30 5/16 x 26in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Nicolaas Wilhelm Jungmann was born in Amsterdam in 1872. He moved to London in 1893 and later became a British subject. He returned often to the Netherlands and painted landscapes and portraits - commonly of mothers and young girls in traditional Dutch dress.

The present lot is a portrait of the artist in his studio. The viewer is positioned at the edge of the room, peering into an intimate scene of Jungmann at work. He is dabbing his own carved frame with green paint; little bowls filled with shades of red, blue and yellow are sitting nearby, waiting to be used. His finished product - the frame of the present lot - is delicately and expertly carved. Jungmann often designed and made his own frames to accompany his paintings and the present lot is an interesting insight into this practice. It is clear that he placed great importance on his work as a whole and was both a skilled painter and carver.

118

ARTHUR SEGAL (ROMANIAN, 1875-1944)

Portrait of a man

signed and indistinctly dated 'A. Segal/19..' (lower left)

oil on board

29.8 x 28.4cm (11 3/4 x 11 3/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

The authenticity of this work has kindly been confirmed by Dr. Pavel Liska and Dr. Wulf Herzogenrath.

Provenance

Private collection, UK (acquired directly from the artist and thence by descent).



118



119

119 *

EVERT PIETERS (DUTCH, 1856-1932)

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

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

120

GUSTAVE LÉONHARD DE JONGHE (BELGIAN, 1829-1893)

The recital
signed 'Gustave De jonghe.' (lower left)
oil on panel
29 x 23.5cm (11 7/16 x 9 1/4in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



120



121

121

CONTINENTAL SCHOOL, 19TH CENTURY

A portrait of an Arab in traditional dress
signed 'C. Fippola' (lower right)
oil on canvas
46 x 35.5cm (18 1/8 x 14in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

122

**JULIUS JOSEPHUS GASPARD STARCK
(BELGIAN, 1814-1884)**

Egyptian water carrier and baby
signed 'Jules Starck' (lower right)
oil on canvas, framed with arched top
50.8 x 40.6cm (20 x 16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600



122

123

CARL WUTTKE (GERMAN, 1849-1927)

Evening at the Damascus Gate in Jerusalem
signed, dated and inscribed 'C. Wuttke.1918/
Mchn' (lower right)
oil on canvas
78 x 60cm (30 11/16 x 23 5/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800



123

124

FRENCH SCHOOL, 19TH CENTURY

On the bank of the Seine, Le cathédrale de
Rouen beyond
signed and dated 'Damièr 1876' (lower right)
oil on canvas
100 x 73cm (39 3/8 x 28 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



124



125

125

DUTCH SCHOOL, 19TH/20TH CENTURY

Landscape with windmill
signed 'Jansen' (lower left)
oil on canvas
40.5 x 60.5cm (15 15/16 x 23 13/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



126

126

PIERRE EMMANUEL EUGÈNE DAMOYE (FRENCH, 1847-1916)

En plein air
signed and dated 'E. DAMOYE.98' (lower left)
oil on canvas
46 x 73cm (18 1/8 x 28 3/4in).

£1,200 - 1,500
€1,400 - 1,800
US\$1,600 - 2,000



127

127

JEAN BAPTISTE COENE (FLEMISH, 1805-1850)

Hurrying home on a windy day
signed 'J. Coene.' (lower right)
oil on panel
44 x 58.4cm (17 5/16 x 23in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600

128

PASQUALE MATTEI (ITALIAN, 1813-1879)

Eruzione

signed 'P MATTEI' (lower right)

oil on canvas

62 x 74.5cm (24 7/16 x 29 5/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

Eruzione shows figures surrounding the smoking crater of Mount Vesuvius. It is a subject that has fascinated artists throughout the centuries and this painting makes an interesting comparison with some other depictions of Vesuvius. Pompeii, the town buried by the eruption in 79 AD was rediscovered in 1599. It's wider discovery happened in 1748 when it was properly excavated. It is from this period on that it became a destination for tourists and artists.



128

One of the most famous artists to paint Vesuvius was Joseph Wright of Derby who undertook a grand tour in 1773. Over the rest of his career he completed 30 views of the volcano, many with the similar composition to the present lot with the Bay of Naples in the background to the right. Wright was drawn to the subject more for the opportunity it allowed him to experiment with strong intense light effects of an actual eruption. It is the eruption and the lava flows and the possibilities for drama and excitement that attracted most artists to Vesuvius as a subject, including Pierre Jacques Volaire, Xavier della Gatta and the British artists Sebastian Pether and William Marlow. Mattei shows us a different Vesuvius, with no lava but only the smoke that swirls around the top of the composition. It shows people getting very close to the crater, their tiny figures giving a sense of scale to the mountain. It is a calmer view of Vesuvius, showing the beauty of the scene and not the destructive power of the only active volcano on the European mainland.

129

ARNOLD MARC GORTER (DUTCH, 1866-1933)

Cattle grazing by a pond

signed 'A M GORTER' (lower right)

oil on canvas

56.5 x 45.14cm (22 1/4 x 17 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



129



130



131

130 TP

LEON EUGENE AUGUST ABRY (BELGIAN, 1857-1905)

Courrier poursuivi
signed, dated and inscribed 'Courier poursuivi L.ABRY/01' (lower right)
oil on canvas, unframed
111.1 x 177.2cm (43 3/4 x 69 3/4in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600

131

JOHN WILLIAM BOTTOMLEY (GERMAN, 1816-1900)

On the lookout
signed 'JWBottomley' (lower right)
oil on board
38.1 x 53.3cm (15 x 21in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



132

132

CHARLES HENRI JOSEPH LEICKERT (DUTCH, 1816-1907)

Figures in a snowy lane
signed 'Ch. Leickert f' (lower right)
oil on panel
20.5 x 27cm (8 1/16 x 10 5/8in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

P. Polak, London, no. 457/6.
Private collection, UK (acquired from the above *circa* 1960).

133

CHARLES HENRI JOSEPH LEICKERT (DUTCH, 1816-1907)

Figures gathering in a snowy street
signed 'Ch Leickert f' (lower left)
oil on panel
24.5 x 18cm (9 5/8 x 7 1/16in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

Provenance

P. Polak, London, no. 536/1.
Private collection, UK. (acquired from the above *circa* 1960).



133



134



135

134 *

LÉON RICHET (FRENCH, 1847-1907)

Sunset over the river
signed 'Leon Richet' (lower right)
oil on canvas
56 x 81cm (22 1/16 x 31 7/8in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

135 *

CHARLES EUPHRASIE KUWASSEG (FRENCH, 1838-1904)

Figures before an alpine town
signed and dated 'C. Kuwasseg fils/1881' (lower left)
oil on canvas
58.5 x 100cm (23 1/16 x 39 3/8in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600



136



137

136

CHARLES-FRANÇOIS DAUBIGNY (FRENCH, 1817-1878)

Vaches au bord de la mare près de la mer
oil on canvas
42 x 81.5cm (16 9/16 x 32 1/16in).

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

Provenance

Buhler gallery, Munich.
Stoppenbach & Delestre Ltd., London.
Private collection, UK.

Literature

Robert and Anne Hellebranth, *Charles-François Daubigny, 1817-1878 (supplément)*, 1996, no. 130 (illustrated p. 50).

137

JEAN FRANÇOIS RAFFAËLLI (FRENCH, 1850-1924)

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

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

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



138



139

138
BEPPE CIARDI (ITALIAN, 1875-1932)

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

£800 - 1,200
 €930 - 1,400
 US\$1,000 - 1,600

139
LUDWIG MECKLENBURG (GERMAN, 1820-1882)

View of Venice
 signed and inscribed 'L. Mecklenburg/München' (lower right)
 oil on canvas
 19 x 24cm (7 1/2 x 9 7/16in).

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000



140



141

140

AFTER MARC GABRIEL CHARLES GLEYRE

'Lost Illusions'

oil on canvas

76 x 117cm (29 15/16 x 46 1/16in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

The present work is based on one of the versions of paintings of the same title by Gleyre in the collection of The Louvre, Paris and The Walters Art Museum, Baltimore.

141

EDUARDO DALBONO (ITALIAN, 1841-1915)

Pescatori e barche

signed and dated 'E. Dalbono 1884' (lower right)

oil on panel

24.2 x 34.5cm (9 1/2 x 13 9/16in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,300



142



143



144

142 AR

ATTILIO PRATELLA (ITALIAN, 1856-1949)

The wedding procession
signed 'A. Pratella' (lower left)
oil on panel
19 x 30.5cm (7 1/2 x 12in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

143

VINCENZO MIGLIARO (ITALIAN, 1858-1938)

A street market
signed 'Migliaro' (lower right)
oil on panel
17.1 x 15cm (6 3/4 x 5 7/8in).

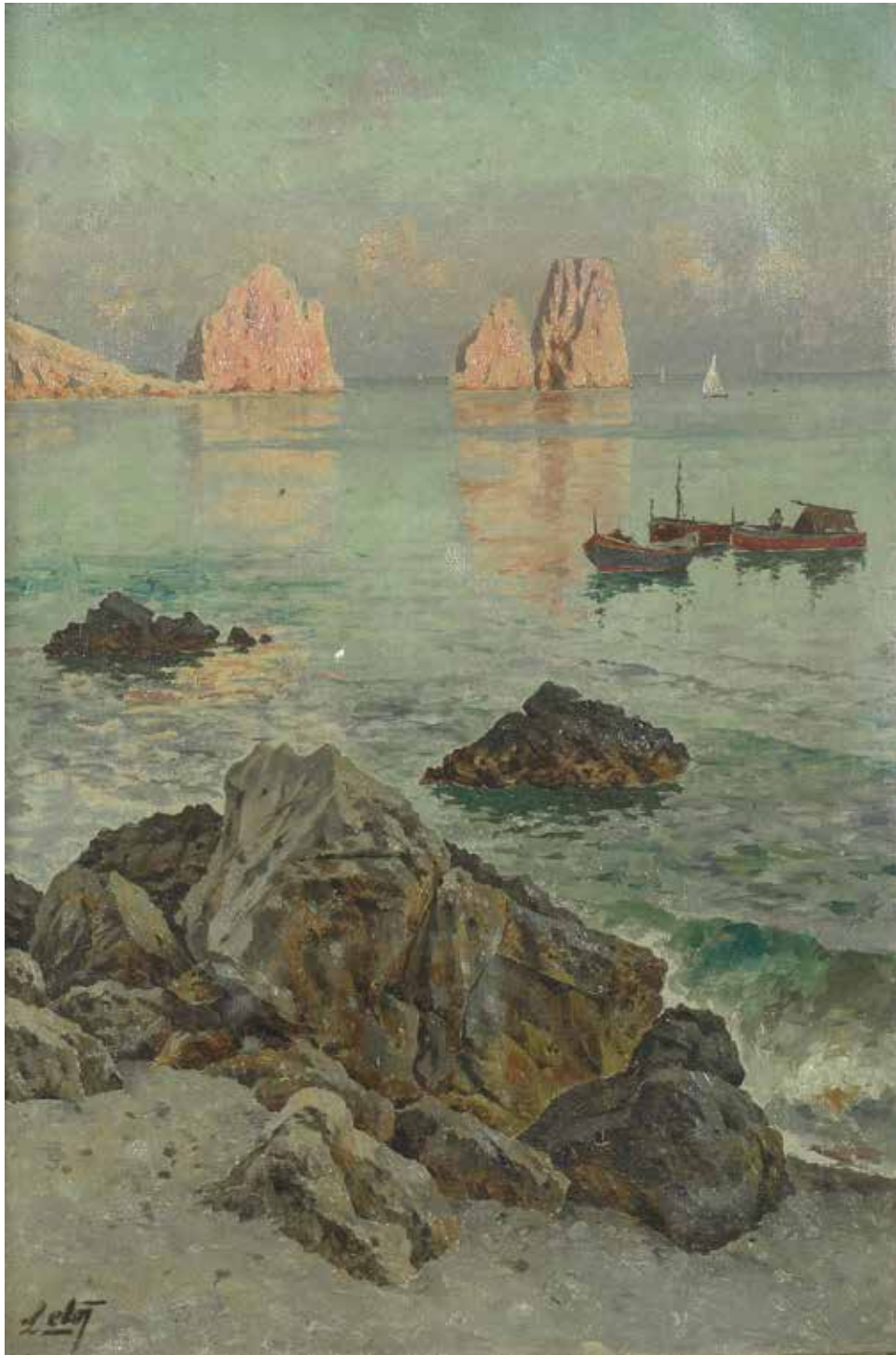
£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

144

VINCENZO MIGLIARO (ITALIAN, 1858-1938)

Carnival
signed 'Migliaro' (upper right)
oil on panel
24.6 x 21cm (9 11/16 x 8 1/4in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



145

145

ANTONINO LETO (ITALIAN, 1844-1913)

Faraglioni

signed 'Leto' (lower left)

oil on canvas

39.5 x 26cm (15 9/16 x 10 1/4in).

£6,000 - 8,000

€7,000 - 9,300

US\$7,800 - 10,000



146



147

146 AR

GEORGES STEIN (FRENCH, 1870-1955)

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

£1,200 - 1,500
€1,400 - 1,800
US\$1,600 - 2,000

147

FAUSTO GIUSTO (ITALIAN, 1867-1941)

Parisian boulevard in winter
signed 'F Giusto' (lower right)
oil on canvas
50.8 x 65.4cm (20 x 25 3/4in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600



148

148

VINCENZO CAPRILE (ITALIAN, 1856-1936)

A Venetian backwater
signed 'V.Caprile' (lower right)
oil on canvas
38 x 51.5cm (14 15/16 x 20 1/4in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

149

ANTONIETTA BRANDEIS (CZECHOSLOVAKIAN, 1849-1910)

Palazzo Albrizzi, Venezia
signed 'ABrandeis' (lower right)
oil on board
24.5 x 15cm (9 5/8 x 5 7/8in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500



149



150



151

150

THEODOR BAIERL (GERMAN, 1881-1932)

Chasing Fortune

three framed as one, all signed 'Th Baierl' (two lower left, one lower right)

charcoal, heightened with white and coloured chalks over traces of pencil

central section 66 x 66cm (26 x 26in); two side sections 66 x 35.5cm (26 x 14in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

Anon. sale, Christie's, London, 5 April 2001, Lot 13.

Private collection, UK.

The present work appears to be a study for the oil *Die Jagd nach dem Glück* (Chasing Fortune), sold by Hampel, Munich, 22 June 2007, Lot 590.

151

LUDEK (LUDWIG) MAROLD (CZECHOSLOVAKIAN, 1865-1898)

Interior scene

signed 'L. Marold' (lower right)

gouache over traces of pencil

42.2 x 29.7cm (16 5/8 x 11 11/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



152

152

BENES (BENESCH) KNUPFER (CZECHOSLOVAKIAN, 1848-1910)

Water nymphs

signed 'B. Knüpfer.' (lower centre)

oil on canvas, in a painted oval

68.5 x 49.5cm (26 15/16 x 19 1/2in).

£5,000 - 7,000

€5,800 - 8,200

US\$6,500 - 9,100



153



154

153

ARTHUR SEGAL (ROMANIAN, 1875-1944)

Onions and lemons
signed 'A. Segal' (lower right)
oil on canvas laid down on board
35.6 x 39.9cm (14 x 15 11/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

The authenticity of this work has kindly been confirmed by Dr. Pavel Liska and Dr. Wulf Herzogenrath.

Provenance

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

154

ARTHUR SEGAL (ROMANIAN, 1875-1944)

Still life with vegetables
signed 'A. Segal.' (lower left); dated '1942' (lower right)
oil on board
40.7 x 50.6cm (16 x 19 15/16in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600

The authenticity of this work has kindly been confirmed by Dr. Pavel Liska and Dr. Wulf Herzogenrath.

Provenance

Private collection, UK (acquired directly from the artist and thence by descent).



155



156

155

HENRIETTE RONNER-KNIP (DUTCH, 1821-1909)

An unruly brood
signed 'Henriette Ronner' (lower right); inscribed 'Je certifie que ce
tableau est peint par/Madame Henriette Ronner/Emma Ronner.' (on
the reverse)
oil on card laid down on panel
47 x 66cm (18 1/2 x 26in).

£5,000 - 7,000
€5,800 - 8,200
US\$6,500 - 9,100

Provenance

Roelofs Kunsthandels, Amsterdam.
Private collection, Italy.

156

ERNST DORN (GERMAN, 1889-1926)

Portrait of a daschshund on a green cushion
signed and dated 'ERNST/DORN/1925' (lower left)
oil on canvas
47 x 75.5cm (18 1/2 x 29 3/4in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

Private collection, Hungary (acquired from the artist).
Private collection, UK.



157



158

157 AR

MARCEL DYF (1899-1985)

Parc Monceau

signed 'Dyf' (lower right)

oil on canvas

46.5 x 55cm (18 5/16 x 21 5/8in).

Painted in 1950

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 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. 5085.

158 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

€3,500 - 5,800

US\$3,900 - 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. 1852.

Provenance

Frost & Reed, London, no. 49766.

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

159 AR

MARCEL DYF (FRENCH, 1899-1985)

Blés près du golfe du Morbihan

signed 'Dyf' (lower right)

oil on canvas

55.9 x 45.7cm (22 x 18in).

Painted in 1971

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 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. 2883.



159

Provenance

Frost & Reed, London, no. 47197.

Private collection, UK.

160 AR

MARCEL DYF (FRENCH, 1899-1985)

La terrasse de l'atelier de Cannes

signed 'Dyf' (lower right)

oil on canvas

38 x 46cm (14 15/16 x 18 1/8in).

Painted in 1960

£2,500 - 3,500

€2,900 - 4,100

US\$3,300 - 4,600

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. 5047.



160



161

161

EUGÈNE BOUDIN (1824-1898)

La Meuse à Dordrecht

signed 'E. Boudin' (lower left); signed with initials and inscribed 'Dordrecht' (lower right)
watercolour and pencil on paper
10.1 x 16.9cm (4 x 6 5/8in).
Executed circa 1882-1885

£1,800 - 2,200

€2,100 - 2,600

US\$2,300 - 2,900

The authenticity of this work has kindly been confirmed by Monsieur Manuel Schmit. It is registered in the archives under reference number B-A.7449.

Provenance

Adolphe Stein Collection.
Connaught Brown, London.
Private collection, UK.

Exhibition

London, Bury Street Gallery, *Master Drawings presented by Adolphe Stein*, 6 July - 18 July 1981, no. 163 (illustrated).



162

162^{AR}

EUGEN SPIRO (GERMAN, 1874-1972)

Eine hügelige Landschaft

signed and indistinctly dated 'Eugen Spiro/.6'
(lower right)
oil on canvas
63 x 75cm (24 13/16 x 29 1/2in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



163

163

VICTOR CHARRETON (FRENCH, 1864-1937)

The shepherd

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



164



165

164

JULES PASCIN (FRENCH, 1885-1930)

Paysage à la Havane

signed 'Pascin' (lower right)

pencil, watercolour and charcoal on paper laid down on card

18.4 x 25cm (7 1/4 x 9 13/16in).

Executed circa 1915

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,300

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

Provenance

Maximilien Luce Collection.

Private collection (acquired from the above).

Anon. sale, Sotheby's, Paris, 1 July 2015, lot 18.

Private collection (acquired at the above sale).

165 AR

PIERRE-EUGENE MONTEZIN (FRENCH, 1874-1946)

Paysage aux peupliers

signed 'Montezin' (lower right)

oil on canvas

54.5 x 65cm (21 7/16 x 25 9/16in).

Painted circa 1920

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

The authenticity of this work has kindly been confirmed by Monsieur Cyril Klein-Montézin.



166



167

166 AR

CONSTANTINE KLUGE (1912-2003)

Scène à la Seine

oil on canvas

71 x 98cm (27 15/16 x 38 9/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

Estate of the artist.

Private collection (acquired from the above by the present owner).

167 AR

CONSTANTINE KLUGE (1912-2003)

Indian Summer, près de Chicago

signed 'CKluge' (lower right)

oil on canvas

81 x 81.3cm (31 7/8 x 32in).

Painted circa 1978

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

Estate of the artist.

Private collection (acquired from the above by the present owner).

168

**LEONID OSIPOVICH PASTERNAK
(RUSSIAN, 1862-1945)**

Schliersee

signed 'L. Pasternak' twice and inscribed

'Schliersee' (lower right)

watercolour on paper

28.5 x 23.3cm (11 1/4 x 9 3/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Collection of the Stallworthy family, Oxford;

probably a gift to the surgeon John

Stallworthy by the artist's daughter Lydia

Pasternak Slater.

Purchased by the present owner at a sale of

property from the above estate.

This work has been entered into the database for a forthcoming *catalogue raisonné* of Pasternak's 'German period' works that has been commissioned by the Pasternak Trust (www.pasternak-trust.org) from the professional art historian Dr. Olga Sugrobova-Roth.

169 AR

FRANCIS SMITH (PORTUGUESE, 1881-1961)

A Portuguese village scene with figures

signed 'Francis Smith' (lower left)

oil on canvas, unframed

92 x 73.5cm (36 1/4 x 28 15/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

Provenance

Private collection, Italy.



168



169



170



171

170 AR

ANTOINE BLANCHARD (FRENCH, 1910-1988)

Place de la Madeleine
signed 'Antoine Blanchard.' (lower right); stamped with the artist's atelier stamp, signed and inscribed 'Paris, La Madeleine/Antoine Blanchard' (on the reverse)
oil on canvas
33 x 45.7cm (13 x 18in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

E. Stacy-Marks Ltd., Eastbourne, no. B.1292.
Private collection, UK.

171 AR

ANTOINE BLANCHARD (FRENCH, 1910-1988)

Café de la Paix, Opéra
signed 'Antoine. Blanchard' (lower right)
oil on canvas
33 x 45.7cm (13 x 18in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance

E. Stacy-Marks Ltd., Eastbourne, no. B738.
Private collection, UK.



172



173

172 AR

ANTOINE BLANCHARD (FRENCH, 1910-1988)

Boulevard des Italiens

signed 'Antoine.Blanchard.' (lower right); stamped with the artist's atelier stamp, signed and inscribed 'A. Blanchard/Paris/Bd des Italiens' (on the reverse)

oil on canvas

61 x 91.5cm (24 x 36in).

£5,000 - 7,000

€5,800 - 8,200

US\$6,500 - 9,100

Provenance

E. Stacy-Marks Ltd., Eastbourne, no. B1670.
Private collection, UK.

173 AR

ANTOINE BLANCHARD (FRENCH, 1910-1988)

Boulevard des Capucines, Paris

signed 'Antoine. Blanchard.' (lower right)

oil on canvas

33 x 46cm (13 x 18 1/8in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance

E. Stacy-Marks Ltd., Eastbourne, no. B332.



174



175

174 AR TP

VICTOR GUERRIER (FRENCH, 1893-1968)

Rendez-vous
signed 'V.Guerrier' (lower right)
oil on canvas
73.7 x 100.3cm (29 x 39 1/2in).

£5,000 - 8,000
€5,800 - 9,300
US\$6,500 - 10,000

175 AR TP

VICTOR GUERRIER (FRENCH, 1893-1968)

Jeunes femmes au marché aux fleurs
signed 'V.Guerrier' (lower right)
oil on canvas
100.4 x 81.3cm (39 1/2 x 32in).

£5,000 - 8,000
€5,800 - 9,300
US\$6,500 - 10,000



176

176

MARINA MARINA (RUSSIAN, BORN 1970)

Dolce far niente

signed 'Marina' (lower left); signed, inscribed and dated 'Marina
Marina/90.4cm x 70.7cm/X.M.(oil on canvas)/2016r.' (on the reverse)
oil on canvas

90 x 70cm (35 7/16 x 27 9/16in).

£6,000 - 8,000

€7,000 - 9,300

US\$7,800 - 10,000



177



178

177 AR TP

**ERNST VAN LEYDEN (DUTCH/
AMERICAN, 1892-1969)**

La blessure

signed and dated 'Leyden 60' (lower right);
signed and inscribed 'ERNSTVAN LEYDEN/
Montfort L'Amaury/S x O/France'"La
Blessure'" (on the reverse)

mixed media

130 x 195cm (51 3/16 x 76 3/4in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance

Bertrand Russell Peace Foundation (gifted by
the artist in 1963).

Ernest Van Leyden donated the painting to
the International Exhibition and Sale of Works
of Art in aid of the Bertrand Russell Peace
Foundation at Woburn Abbey, 27 October - 3
November 1963.

178 AR

GIACOMO MANZU (1908-1991)

Scena di guerra

signed 'Manzu' (lower right)

pen, ink and pastel on paper laid down on card, unframed

38 x 46cm (14 15/16 x 18 1/8in).

Executed in 1966

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Bertrand Russell Peace Foundation (gifted by the artist in 1966).

Manzu shared with the Bertrand Russell Peace Foundation a belief in the movement for peace. In a letter written by Manzu, he states how he desires to give a design for a bronze to the foundation. This appears to be 'Monument to the Partisan' in *Piazza Matteotti, Bergamo*. The sculpture depicts a naked youth hanging upside down having been tortured to death by Fascists. Manzu suggested at the end of his letter that the drawing should not be sold for less than a million lire.



179

179 AR

FRANÇOIS DESNOYER (FRENCH, 1894-1972)

Au Palais de Glace

signed twice 'DESNOYER' (lower right)

oil on canvas

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

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

180 AR

JEAN PUGNY (FRENCH, 1894-1956)

The artist's studio

signed 'Pouigny' (lower right)

gouache and pencil on card

22.6 x 24cm (8 7/8 x 9 7/16in).

There is an additional oil sketch on the reverse of the present lot

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

David Radinsky, Denver by 1950.

Acquired from the above.

Anon. sale, Christie's, South Kensington, 11

June 2009, lot 32.

Private collection, Portugal (acquired at the above sale).



180



181



182

181 * AR

HENRI HAYDEN (FRENCH, 1883-1970)

Nature morte brune
signed and dated 'Hayden/68' (lower right)
gouache on board
36 x 53.4cm (14 3/16 x 21in).
Executed in 1968

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

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

Provenance
Private collection.

Exhibited
(probably) Cape Town, South African National Gallery, *Master Works on Paper*, 1984.

182

GEORGES VALMIER (FRENCH, 1885-1937)

Vase de fleurs
signed 'G. VALMIER' (upper left)
gouache and collage
21.5 x 15.2cm (8 7/16 x 6in).
Executed in 1922

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

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

Provenance
Agatha Sadler Collection, UK.



183

183 * AR

CLAUDE VENARD (1913-1999)

Péniche sur la Seine à Paris
signed 'C. VENARD' (lower left)
oil on canvas
50 x 61cm (19 11/16 x 24in).
Executed circa 1970

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

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



185



186



184

184 AR

ANDRÉ DERAIN (1880-1954)

Femme au chapeau

stamped with the artist's atelier stamp
'ATELIER/ANDRÉ DERAIN' (lower right)
watercolour and gouache
24.1 x 18cm (9 1/2 x 7 1/16in).

£1,500 - 2,500
€1,800 - 2,900
US\$2,000 - 3,300

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

Provenance

The artist's family.
Michel Kellermann Collection, Paris.
Victor Waddington, London.
H. Bender Esq. Collection (acquired from the above 22 April 1977).

185 AR

ANDRÉ DERAIN (FRENCH, 1880-1954)

Homme assis

indistinctly stamped with the artist's atelier stamp
'ATELIER/ANDRÉ' (lower right)
mixed media
17.8 x 14cm (7 x 5 1/2in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

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

Provenance

The artist's family.
Michel Kellermann Collection, Paris.
Theo Waddington, London.
H. Bender Esq. Collection (acquired from the above 29 March 1979).

186 AR

ANDRÉ DERAIN (1880-1954)

Personnage assis

stamped with the artist's atelier stamp
'ATELIER/ANDRÉ DERAIN' (lower right)
mixed media
19 x 15cm (7 1/2 x 5 7/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

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

Provenance

The artist's family.
Michel Kellermann Collection, Paris.
Theo Waddington, London.
H. Bender Esq. Collection (acquired from the above 29 March 1979).



187



188

187 AR

ANDRÉ DERAÏN (1880-1954)

Paysage au pont

stamped with the artist's atelier stamp 'ATELIER/ANDRÉ DERAÏN' (lower right)

watercolour and gouache on paper

image 14 x 22.5cm (5 1/2 x 8 7/8in); sheet 18 x 24.5cm (7 1/16 x 9 5/8in).

Executed circa 1940

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

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

Provenance

Michel Kellermann Collection, Paris.

Victor Waddington, London.

Private collection, UK (acquired from the above and thence by descent).

Exhibited

London, Victor Waddington, *André Derain: watercolours, gouaches, mixed media from the period 1930-1953*, 24 March - 21 April 1977, no. 23.

188 AR

ANDRÉ DERAÏN (1880-1954)

Paysage Italien

stamped with the artist's atelier stamp 'ATELIER/ANDRÉ DERAÏN' (lower right)

watercolour on paper

20.4 x 24.6cm (8 1/16 x 9 11/16in).

Executed circa 1927

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,600

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

Provenance

Theo Waddington, London.

Private collection, UK (acquired from the above and thence by descent).



189



190

189 AR

RAOUL DUFY (1877-1953)

La promenade au bois de boulogne
 stamped with the artist's atelier stamp 'ATELIER/RAOUL DUFY' (lower left)
 pencil on paper
 25.5 x 35cm (10 1/16 x 13 3/4in).
 Executed circa 1924

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming Raoul Dufy *catalogue raisonné des dessins* currently being prepared.

Provenance

Galerie Fanny Guillon-Laffaille, Paris.
 Neffe-Degandt Fine art, London (acquired from the above).
 Private collection, UK (acquired from the above 1 April 1999)

Exhibited

London, Neffe-Degandt Fine Art, Dufy-Poiret, 11 February - 30 April 1999.

190 AR

RAOUL DUFY (1877-1953)

Turfistes et jockeys
 stamped with the artist's atelier stamp 'ATELIER/RAOUL DUFY' (lower right)
 pencil on paper
 20.7 x 27cm (8 1/8 x 10 5/8in).
 Executed circa 1938

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

The authenticity of this work has kindly been confirmed by Madame Fanny Guillon-Laffaille. This work will be included in the forthcoming Raoul Dufy *catalogue raisonné des dessins* currently being prepared.

Provenance

Galerie Fanny Guillon-Laffaille, Paris.
 Neffe-Degandt Fine art, London (acquired from the above).
 Private collection, UK (acquired from the above 1 April 1999)

Exhibited

London, Neffe-Degandt Fine Art, *Dufy-Poiret*, 11 February - 30 April 1999.



191

191 AR

RAOUL DUFY (1877-1953)

Saint Jeannet

signed 'Raoul Dufy' (lower right)

pastel on paper

44.2 x 55.9cm (17 3/8 x 22in).

Executed circa 1927

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

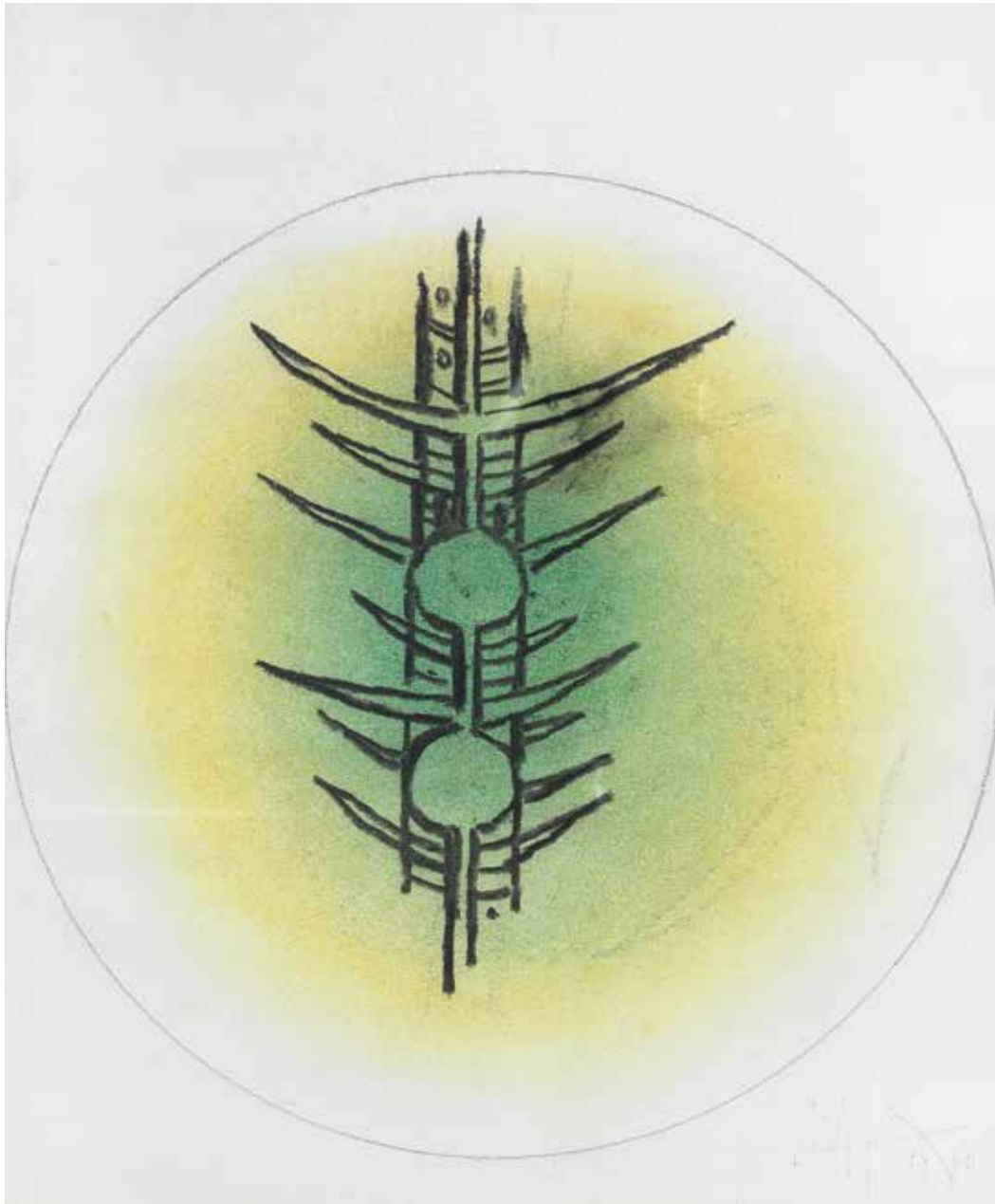
Provenance

Stoppenbach & Delestre Ltd., London.

Private collection, Portugal.

Literature

F. Guillon-Laffaille, *Raoul Dufy, Catalogue raisonné des dessins*, vol. I, Paris, 1991, no. 75 (illustrated p. 48).



192

192

WIFREDO LAM (CUBAN, 1902-1982)

Untitled

signed and dated 'WiLAM/1970' (lower right)

pastel on paper

47.7 x 34.5cm (18 3/4 x 13 9/16in).

Executed in 1970

£5,000 - 7,000

€5,800 - 8,200

US\$6,500 - 9,100

This work is accompanied by a photo-certificate of authenticity signed by the artist.

The authenticity of this work has kindly been confirmed by Mr. Eskil Lam.

Provenance

Piccola Galleria, Bassano del Grappa.

Galleria Il Sipario, Parma.

Private collection, Italy.

The present work is a design for one of the porcelain dishes that comprises the dinner service set produced by H Royal Selb (Germany) and FAC/ACF, Fabbrica Albissola Ceramiche and designed by Wifredo Lam. The complete set consists of forty-two porcelain dishes and was executed circa 1970.



193

193 AR

CORNEILLE (BELGIAN, 1922-2010)

Vol d'oiseaux

signed and dated 'Corneille '81' (lower left); signed, inscribed and dated 'Vol d'oiseaux/Corneille/'81" (on the reverse)

oil on canvas

106 x 73cm (41 3/4 x 28 3/4in).

Painted in 1981

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

Provenance

Private collection, UK.



194

194

AFTER GIORGIO DE CHIRICO

Personaggio a cavallo

inscribed 'E.A. G. de Chirico./Personaggio a cavallo' (on the front of the base); stamped with the foundry mark 'FONDERIA BONVICINI VERONA' (on the back of the base)

bronze with gold patina

35.5 x 31cm (14 x 12 3/16in).

£5,000 - 7,000

€5,800 - 8,200

US\$6,500 - 9,100

END OF SALE

The next sale of British and European Art is on 21 March 2017.

INDEX

Artist

Lot No

Abry, Leon Eugene August	130	Dorn, Ernst	156
Allingham, Helen	74, 75	Dufy, Raoul	189, 190, 191
Baierl, Theodor	150	Dutch School	125
Barber, Alfred Richardson	18	Dyf, Marcel	157, 158, 159, 160
Barr, William	41	Earl, Thomas	15, 17
Blanchard, Antoine	170, 171, 172, 173	Eisman-Semenowsky, Emile	100
Boddington, Henry John	63	Emms, John	16
Bottomley, John William	131	Enjolras, Delphin	101
Boudin, Eugène	161	Flint, William Russell	88, 89
Boutibonne, Charles Edouard	106	Foster, Myles Birket	73
Brandeis, Antonietta	149	French School	124
Brangwyn, Frank	95	Frith, William Powell	43
Breanski Snr., Alfred de	34	Giusto, Fausto	147
Breanski, Alfred Fontville de	32, 33	Gleyre, Marc Gabriel Charles	140
British School, 19th century	58	Goodwin, Albert	4, 5, 6
Bundy, Edgar	26	Gorter, Arnold Marc	129
Calthrop, Claude	52	Grierson, Charles Maclver	78
Caprile, Vincenzo	148	Guerrier, Victor	174, 175
Carrier-Belleuse, Pierre	105	Hankey, William Lee	86
Charreton, Victor	163	Harris, Edwin	48
Ciardi, Beppe	138	Hay, Bernardo	9
Coene, Jean Baptiste	127	Hayden, Henri	181
Cole, George Vicat	38	Hechle, Hilda	7
Colkett, Samuel David	61	Henshaw, Frederick Henry	36
Compton, Edward Theodore	10	Heriot, George	2, 3
Connard, Philip	50	Hodgkins, Frances Mary	79
Continental School	121	Hoff, the Elder, Carl Heinrich	112
Cooper, Alfred Egerton	83	Holland, James	46
Cooper, Thomas Sidney	20	Hoog, Bernard de	114, 115
Corbould, Alfred	39	Horsley, John Callcott	53
Corneille	193	Irolli, Vincenzo	104
Cortès, Edouard Henri Leon	108	Jackson, Frederick William	31
Cosson, Jean Louis Marcel	103	Jobling, Robert	23
Couldery, Horatio Henry	14	Jones, George	57
Dahl, Hans	97	Jonghe, Gustave Léonhard de	120
Dalbono, Eduardo	141	Jovanovic, Paja	113
Damoye, Pierre Emmanuel Eugène	126	Jungmann, Nico	117
Daubigny, Charles-François	136	Kennedy, Cecil	93
de Chirico, Giorgio	194	King, Henry John Yeend	27
Derain, André	184, 185, 186, 187, 188	Kluge, Constantine	166, 167
Desnoyer, François	179	Knight, Laura	91

INDEX

Artist	Lot No		
Knight,, Laura	90	Paterson, James	8
Knupfer, Benes (Benesch)	152	Percy, Sidney Richard	35
Kuwasseg, Charles Euphrasie	135	Pieters, Evert	119
Ladbrooke, John Berney	67	Pouigny, Jean	180
Ladell, Edward	92	Pratella, Attilio	142
Lam, Wifredo	192	Raffaëlli, Jean François	137
Langley, Walter	80	Ranzoni, Daniele	102
Laugée, Georges	96	Richet, Léon	134
Laurens, Jean-Paul	99	Robertson, Tom	64
Leader, Benjamin Williams	66	Ronner-Knip, Henriette	155
Legout-Gérard, Fernand Marie Eugène	98	Segal, Arthur	118, 153, 154
Leickert, Charles Henri Joseph	132, 133	Sharp, Dorothea	87
Leighton, Edmund Blair	44, 59	Shayer, William Joseph	40
Leitch, William Leighton	68	Sherrin, Daniel	37
Leto, Antonino	145	Smith, Francis	169
Lewis, Alfred Neville	54	Solomon, Simeon	77
Leyden, Ernst van	177	Spiro, Eugen	162
Lidderdale, Charles Sillem	49	Stannard, Eloise Harriet	94
Linnell, John	65	Starck, Julius Josephus Gaspard	122
Logsdail, William	84, 85	Stark, James	71, 72
Loudan, William Mouat	47	Stein, Georges	146
Mander, William Henry	21	Stone, Marcus	45
Manzu, Giacomo	178	Sutcliffe, Harriette	55
Marina, Marina	176	Thorburn, Archibald	11, 12, 13
Marold, Ludek (Ludwig)	151	Todd, Henry George	25
Mattei, Pasquale	128	Turner, Charles Eddowes	82
Mecklenburg, Ludwig	139	Valmier, Georges	182
Mellor, William	62	Venard, Claude	183
Melville, Alexander	56	Verey, Arthur	24
Migliaro, Vincenzo	143, 144	Waite, Edward Wilkins	28, 29
Montezin, Pierre-Eugene	165	Waite, RBA, Edward Wilkins	30
Moore of Ipswich, John	70	Walbourn, Ernest	22
Morris, Philip Richard	76	Waller, Samuel Edmund	42
O'Neill, George Bernard	51	Wardle, Arthur	19
Palmer, Harry Sutton	1	Webb, William Edward	69
Paoletti, Antonio Ermolao	110	Weguelin, John Reinhard	60
Park, John Anthony	81	Weisz, Adolphe	107
Parlaghy Brochfeld (Princess von Lwow), Vilma von	111	Willems, Florent	109
Pascin, Jules	164	Wuttke, Carl	123
Pasternak, Leonid Osipovich	168	Zampighi, Eugenio	116

**MODERN BRITISH, IRISH
AND EAST ANGLIAN ART**

Tuesday 22 November 2016
Knightsbridge, London

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

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £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.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ 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 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		
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> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
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.	10.4	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.
8.1.2	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> ,	10.5	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.
8.1.3	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> ;	10.6	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.
8.1.4	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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	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.
8.1.7	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;	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> .
8.1.8	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;	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.	10.11	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> .
8.1.9	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	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.	10.12	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.
8.1.10	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.	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.	11	GOVERNING LAW
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	MISCELLANEOUS		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.
8.3	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.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		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> .		

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	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	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>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	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;	9.3.2		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> ;	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> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	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;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	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;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	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> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

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Charles O' Brien
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U.S.A
Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
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African, Oceanic & Pre-Columbian Art

U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Kayla Carlsen
+1 917 206 1699

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

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David Williams
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U.S.A
Paul Carella
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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Mark Oliver
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U.S.A
Frank Maraschiello
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

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Matthew Haley
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British & European Glass

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Suzy Pai
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British Ceramics

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California & American Paintings

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Dessa Goddard
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HONG KONG
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AUSTRALIA
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Clocks

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U.S.A
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

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U.S.A
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
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U.S.A
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

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Katherine Schofield
+44 20 7393 3871
U.S.A
Catherine Williamson
+1 323 436 5442

European Ceramics

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Sebastian Kuhn
+44 20 7468 8384
U.S.A
Peter Scott
+1 415 503 3326

Furniture & Works of Art

UK
Nicholas Faulkner
+44 20 8963 2845
U.S.A
Andrew Jones
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A
William O'Reilly
+1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
+85 22 918 4321
U.S.A
Mark Rasmussen
+1 917 206 1688

Islamic & Indian Art

Oliver White
+44 20 7468 8303

Japanese Art

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Suzannah Yip
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U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

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U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern Design

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