BRITISH AND EUROPEAN ART Tuesday 21 March 2017 Knightsbridge, London

Bonhams

1.51



BRITISH AND EUROPEAN ART

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART PART II: 19TH CENTURY EUROPEAN, IMPRESSIONIST & MODERN ART Tuesday 21 March 2017 at 1pm Knightsbridge, London

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23944

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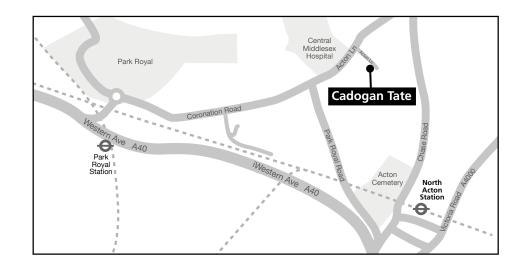
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† VAT 20% on hammer price and buyer's premium

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

PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

Lots 1 - 121







1 ALFRED WILLIAM HUNT (BRITISH, 1830-1896)

Waiting for the train watercolour and bodycolour with scratching out 22.7 x 36cm (8 15/16 x 14 3/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

On an old label attached to the reverse is a passage written by art curator E. R. Dibdin. One part reads; '...Hunt from the very first showed that he possessed to a most unusual extent that most important attribute for a landscape painter - imagination - and that he was after to make his pictures not only beautiful in technique but fraught with deep poetic thought..'.

2

WILLIAM TURNER OF OXFORD, OWS (BRITISH, 1789-1862)

Barmouth estuary indisctinctly signed 'W Turner/Ox' (lower right) watercolour 33 x 56cm (13 x 22 1/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance

Mrs. Frederick Morrell of Black Hall Collection, Oxford. Private collection, UK.

З

ALBERT GOODWIN RWS (BRITISH, 1845-1932)

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

4 HELEN ALLINGHAM RWS (BRITISH, 1848-1926)

A Surrey cottage signed 'H. Allingham' (lower right) watercolour heightened with scratching out 21 x 30.5cm (8 1/4 x 12in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance The Fine Art Society, London.

5

WILLIAM CALLOW, RWS (BRITISH, 1812-1908)

View of Ghent signed and dated 'William Callow/1895' (lower left) watercolour 54 x 81.5cm (21 1/4 x 32 1/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance Leicester Galleries, London.

Leicester C

6

EDWARD DUNCAN, R.W.S. (BRITISH, 1803-1882)

Children playing on the beach with smoke house beyond, probably Norfolk signed and dated 'E.Duncan/1877' (lower right) watercolour *31.7 x 48.9cm (12 1/2 x 19 1/4in).*

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500















R.S. MOSELEY (BRITISH, ACTIVE 1862-1893)

Whilst the dog is rested, the shepherd may sleep signed with monogram and inscribed '19.05.6.' (lower left); indistinctly inscribed 'whilst the dog is rested, The/Shepherd may sleep/Eliza Cook/painted by R S Moseley/'Old Sarum' 1906./Wilts' (on the reverse) oil on canvas

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

£1,800 - 2,500 €2,100 - 2,900 US\$2,300 - 3,100

The title is taken from a verse by Eliza Cook (24 December 1818 – 23 September 1889) who was an English author and poet associated with the Chartist movement. She was a proponent of political freedom for women, and believed in the ideology of self-improvement through education, something she called 'levelling up'. This made her hugely popular with the working class public in both England and America.

8

7

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Eagle Owl signed and dated 'A Thorburn/1916.' (lower right); stengthened inscription 'PI.28.' (upper right); strengthened inscription 'Eagle. Owl. \circ ' (lower centre) watercolour and bodycolour 37.5 x 30cm (14 3/4 x 11 13/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900



9 GEORGE WRIGHT (BRITISH, 1860-1942)

A chance encounter; Going away, a pair one signed 'G. Wright' (lower right); the other signed 'Geo. Wright' (lower right) oil on canvas *each 23 x 35.5cm (9 1/16 x 14in).(2)*

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

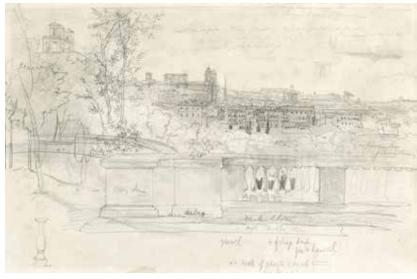
10* JOHN EMMS (BRITISH, 1843-1912)

"Keepsake" and "Peep'o" signed and dated 'JNO EMMS 1904' (lower left); inscribed '"Keepsake"' (lower centre); inscribed '"Peep'o"'(lower right) oil on canvas 40.6 x 66cm (16 x 26in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900









12



11 EDWARD LEAR (BRITISH, 1812-1888)

View of Rome variously inscribed and annotated pencil on paper 27 x 42cm (10 5/8 x 16 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Ex collection of art critic Nicolas Powell (1920-1986). Private collection, UK (thence by descent).

12

EDWARD LEAR (BRITISH, 1812-1888)

Pentedattelo, Calabria inscribed and dated 'Pentidatelo/1 Sept 1847' (lower left); annotated (throughout) ink and wash heightened with white over traces of pencil 20.3 x 29.2cm (8 x 11 1/2in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

13

EDWARD LEAR (BRITISH, 1812-1888)

An extensive landscape, Italy indistinctly inscribed and dated '6. Sept. 1844' (lower right); variously annotated ink, pen and pencil on paper $30 \times 50 cm$ (11 13/16 x 19 11/16in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

Provenance

Ex collection of art critic Nicolas Powell (1920-1986). Private collection, UK (thence by descent).





An illustration for Longfellow's *The Golden Legend*: 'Lucifer flying over the city' signed with monogram (lower right) watercolour 29.5 x 46.5cm (11 5/8 x 18 5/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

The Piccadilly Gallery, London. Mr and Mrs T. Williams Collection, US (acquired from the above 29 August 1986). The Adriana Williams Collection; sale, Rago Arts & Auction Center, Lambertville, 5 November 2016, lot. 346.

Literature

H.W. Longfellow, *The Golden Legend; with illustrations by Sidney H. Meteyard*, New York, circa 1910, (illustrated p. 30).

The present lot by Meteyard was used to illustrate the lines 'Sleep, O city! Till Light / Wake you to sin and crime again.' from *The Golden Legend* by Henry Wadsworth Longfellow.

15

EDWARD LEAR (BRITISH, 1812-1888) Amalfi

inscribed and dated 'Amalfihi/8. June. 1844' (lower right) pen and ink over traces of pencil 48 x 34.5cm (18 7/8 x 13 9/16in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

Provenance

Ex collection of art critic Nicolas Powell (1920-1986). Private collection, UK (thence by descent).





16 ALFRED VICKERS SNR. (BRITISH, 1786-1868)

Riverside activity signed and dated 'A. Vickers/1860' (lower left) oil on panel 71.1 x 102.9cm (28 x 40 1/2in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Frost & Reed, London, no. 35117. E. Stacy-Marks Ltd., Eastbourne, no. 35117/U.60. Private collection, UK.

17

J.A. HENDERSON TARBET (BRITISH, 1865-1938)

A woodland burn signed and dated 'Henderson Tarbet 1902' (lower right) oil on canvas 88.9 x 113cm (35 x 44 1/2in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance

Julian Simon Fine Art Ltd., London. Private collection, UK (purchased from the above 21 October 1988).





19

18 WILLIAM MELLOR (BRITISH, 1851-1931)

'Thirlmere from the Hills, Cumberland' signed 'William Mellor' (lower left); inscribed 'Thirlmere/from the Hill/ Cumberland' (on the reverse) oil on canvas 40.6 x 61cm (16 x 24in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

19

ALFRED AUGUSTUS GLENDENING (BRITISH, 1840-1921)

Shepherd and his flock signed 'A A GLENDENING' (lower left) oil on canvas 31 x 51cm (12 3/16 x 20 1/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500



20 SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

Figures resting in a mountain landscape signed and dated 'S R Percy. 61' (lower right) oil on canvas 45.7 x 76.2cm (18 x 30in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

21 HENRY HADFIELD CUBLEY (BRITISH, ACTIVE 1882-1904)

'A North Country Road' bears signature, title and date '1885' (on the reverse) oil on canvas 92 x 121cm (36 1/4 x 47 5/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

22

HENRY WILLIAM BANKS DAVIS, RA (BRITISH, 1833-1914) Evening signed and indistinctly dated 'H W B Davis/1901' (lower left) oil on canvas 77 x 123cm (30 5/16 x 48 7/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance (Probably) London, Royal Academy, 1901, no. 127.









23 ABRAHAM PETHER (CHICHESTER 1756-1812 SOUTHAMPTON)

Sunset over a rural landscape oil on canvas 57.1 x 76.2cm (22 1/2 x 30in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

24

ATTRIBUTED TO WILLIAM JAMES MÜLLER (BRITISH, 1812-1845)

View of Westbury-on-Trym bears signature (lower right) oil on canvas 71.1 x 92cm (28 x 36 1/4in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300

Provenance

Frost & Reed, London, no. GR4668. Private collection, UK (purchased from the above 1 January 1964).



25 GEORGE ARNALD (BRITISH, 1763-1841)

Venus and Cupid oil on panel *35 x 46cm (13 3/4 x 18 1/8in).*

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance

Frost & Reed, London, no. 7796. Anon. sale, Butterfields, San Francisco, 15 May 2002, lot. 3219. Private collection, UK.

26

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

Henry the Eighth and Anne Boleyn deer-shooting in Windsor forest signed and dated 'W P Frith 1871' (lower left) oil on canvas *45.7 x 37.5cm (18 x 14 3/4in).*

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

The present lot is a version of the painting of the same title by William Powell Frith, RA, exhibited at the Royal Academy in 1872, number 470.







28

THOMAS KENT PELHAM (BRITISH, ACTIVE 1860-1891)

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

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

28

27

FREDERICK MORGAN, ROI (BRITISH, 1847-1927)

The fisherman signed 'Fred Morgan' (lower right) oil on canvas 79.5 x 51.5cm (31 5/16 x 20 1/4in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

29 JOHN EVAN HODGSON (BRITISH, 1831-1895)

Begging for alms signed and dated 'J.E.Hodgson 1877' (lower right) oil on board 45 x 56cm (17 11/16 x 22 1/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

30

JOHN STURGESS (BRITISH, ACTIVE CIRCA 1869-1903)

The London to Dorking Coach resting at the Marquess of Granby signed and dated 'Jno Sturgess/1873' (lower right) oil on canvas *41 x 77cm (16 1/8 x 30 5/16in).*

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

31*

JAMES CURNOCK (BRITISH, 1812-1870)

The toy boats signed and dated 'James Curnock 1861' (lower right) oil on canvas 70 x 96.5cm (27 9/16 x 38in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900











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

A quiet afternoon signed and dated 'Carlton. A. Smith. 1904' (lower right) watercolour 64 x 104cm (25 3/16 x 40 15/16in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

Exhibited London, Royal Academy, 1904, no. 984.







33

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

signed and dated 'Carlton. A. Smith 1908' (lower right) watercolour 26 x 19cm (10 1/4 x 7 1/2in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

34

THOMAS WEBSTER RA (BRITISH, 1800-1886)

The letter signed with monogram (lower left) oil on panel *31.7 x 26cm (12 1/2 x 10 1/4in).*

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance Anon. sale, Christie's, London, 4 September 2003, lot 270.

35 ENGLISH SCHOOL, 19TH CENTURY

At the museum oil on canvas 60.9 x 50.8cm (24 x 20in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900







36 BENJAMIN WALTER SPIERS (BRITISH, 1845-1894)

Worthless old knicknacks and silly old books signed with initials and dated 'B.W.S./ 1878' (lower right); inscribed 'This snug little chamber is cramm'd in all nooks/with worthless old knicknacks and silly old books/ Thackeray's "Cane-bottomed Chair"/by B.W. Spiers/70 Hereford Rd/Bayswater' (on an artist's label on the reverse of the frame) pencil and watercolour heightened with bodycolour on paper 19 x 23cm (7 1/2 x 9 1/16in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance Christopher Wood, London. Private collection, UK.

37

JOHN BYAM SHAW (BRITISH, 1872-1919) 'The Heir of Linne -

No chain, ne table he mote spy, No cheerful hearth, ne welcome bed, Nought save a rope with running noose, That dangling hung up o'er his head.'

signed 'BYAM.SHAW' (lower right) watercolour 33.7 x 24.2cm (13 1/4 x 9 1/2in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

The subject for this work seems to have been inspired by a poem titled *The Heir of Linne* which can be found in *Percy's Reliques*.





38 AN ALBUM OF DRAWINGS AND WATERCOLOURS PRESENTED BY THE ARTIST CHARLES FREDERICK BUCKLEY TO HIS SISTER, MRS HOLDERNESSE

signed and dedicated 'Mrs Holdernesse/the gift of her affectionate/Brother - C F Buckley' comprising of approximately 68 drawings, watercolours and miniatures by or attributed to Charles Frederick Buckley, John Edmund Buckley and other members of the Buckley family, and a wax seal various sizes

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800



JOHN HENRY FREDERICK BACON (BRITISH, 1868-1914)

Never more to hear that silent voice, Her smile to meet no more signed and dated 'John. H. Bacon./1889.' (lower right) oil on canvas 66 x 96cm (26 x 37 13/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Exhibited

39

London, Royal Academy, 1889, no. 563.

Never more to hear that silent voice, Her smile to meet no more is the picture that Bacon himself described as 'my first success...which was painted when I was 23'. It was his first submission to the Royal Academy and is a fine example of the British social realism that had started in the 1870s when artists such as Luke Fildes (1843-1927) and Frank Holl (1845-1888) caused a sensation with their depiction of the harsh realities of contemporary life. The present lot was painted in 1889 when the move towards the portrayal of both the rural and urban poor was well established, some of it following the French example of Bastien-Lepage, and some of it keeping a stronger connection with the British narrative tradition. Bacon sits more in the latter camp and the present lot has a clear storyline which he is careful to cultivate, with the soldier's uniform and his reaction to the letter providing visual clues to the story behind the picture. Bacon was first noticed for his black and white illustrations as a teenager so it is no surprise the narrative element was always strong in his work.

'The idea which I sought to embody in that canvas was that of a young soldier who had left his home as a boy, and on returning to his native village went into a wayside tavern where two navvies, one of whom had known him in his early days, were sitting' (from an interview with Bacon, *Otago Witness*, issue 2887, 21 July 1909, p.82). It shows a soldier reading a letter finding out the news his long lost love is dead. This was a popular theme at the time with Frank Bramley's *A Hopeless Dawn* being painted the preceding year and gaining great recognition at the Summer Exhibition.

Later in his career Bacon would go on to become a great recorder of the higher echelons of Edwardian society and also of the patriotic and leisurely bourgeois subjects beloved of that age. In contrast this painting shows an empathy with the common man which was a theme that preoccupied the early careers of many of his contemporaries. Many of these artists who started out as social realists were 'drawn inexorably down the primrose path to fashionable portrait painting', in the words of Christopher Wood, and are now more celebrated for their uncompromising early work. Bacon is indicative of this wider trend, this is perhaps more understandable if seen in the context of his family life with a large household and seven children to support.

Despite the shift in emphasis of his subject matter, one constant throughout Bacon's career was the incredible technical accomplishment, already evident in the present lot, painted at the age of 23. The arrangement of the figures, the strong lighting and subtle palette heightened by the strong line of vermilion red down the soldier's trousers all speak of an artist who was in full control of his skills and had already mastered his technique. The models he used were not professional models but real people who agreed to sit for him, the soldier actually having served in the Zulu wars. He has not painted them as types, but as honest individuals whose expressions and pose give them a dignity and a sense of drama well suited to the subject. It is a painting that gives an insight into Bacon's early ambitions as an artist and his place within a group of artists who sought to reject sentimentality in their honest depictions of the hard lives of ordinary citizens. A visual equivalent to the more developed literary realism embodied in the work of George Eliot and other great writers of the Victorian era.









42

ROBERT THOMAS LANDELLS (BRITISH, 1833-1877)

Foregate Strand, Entrance to Boswell Court signed with initials and dated '68' (lower right); bears inscription 'Foregate Strand, Entrance to Boswell Court - demolished for the site of the New Law Courts' (on an old label attached to the stretcher) oil on canvas $28 \times 23 cm$ (11 x 9 1/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

40

Sale, Christie's London, 20 November 1970, lot 271, property of H. Cockle 120gns. Anon. sale, Christie's London, 24 May 2002, lot 48.

The present lot depicts the demolition work in progress prior to the building of G. E. Street's New Law Courts, opened by Queen Victoria in 1884.

41

FREDERICK DANIEL HARDY (BRITISH, 1826-1911) AND GEORGE BERNARD O'NEILL (BRITISH, 1828-1917)

Waiting by the hearth signed, dated and inscribed 'Interior by F.D. Hardy./Figure by G.B. O'Neill./1856.' (on the reverse) oil on panel $19 \times 17 cm$ (7 1/2 x 6 11/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

42 CHARLES TREVOR GARLAND (BRITISH, 1855-1906)

Don't be shy! signed and dated 'C.T.GARLAND.82.' (lower left) oil on canvas 61 x 51cm (24 x 20 1/16in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300

43

ERNEST CROFTS, RA (BRITISH, 1847-1911)

The soldier's tale

signed and dated 'E. Crofts 75' (lower right); bears inscription 'After the/Franco Prussian/ War 1870/1/Ernest Crofts' (on an artist's label attached to the stretcher) oil on canvas 35.5 x 40cm (14 x 15 3/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

44 ALEXANDER M. ROSSI (BRITISH, 1840-1916) Bedtime signed 'AMRossi' (lower left) watercolour 50.5 x 67cm (19 7/8 x 26 3/8in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300









45 Follower of Albert Joseph Moore (British, 1841-1893) Idleness

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

46

THOMAS WEBSTER RA (BRITISH, 1800-1886)

Raiding the wardrobe signed 'T Webster' (lower right) oil on panel 41 x 35cm (16 1/8 x 13 3/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance Frost & Reed, London, no. 39777.



47 AR ARTHUR DRUMMOND (BRITISH, 1871-1951)

Musical chairs signed and dated 'Arthur Drummond./99.' (lower left) oil on canvas 81.5 x 121.5cm (32 1/16 x 47 13/16in).

£6,000 - 8,000 €7,100 - 9,400 US\$7,500 - 10,000





$_{\rm 48}\,^{\rm t}$ attributed to william turner de londe, (irish 19th century)

The village fair oil on panel *46 x 62cm (18 1/8 x 24 7/16in).*

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

Thomas Agnew & Sons Ltd., London, no. 17593. Property of an important public limited company.

49

JOHN SEYMOUR LUCAS (BRITISH, 1849-1923)

In his cups signed and dated 'Seymour Lucas. 1881.' (lower left); bears inscription '"In his cups."/by Seymour Lucas./1881' (on the reverse) oil on canvas $56 \times 45cm$ (22 1/16 x 17 11/16in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance M. Newman, London. Private collection, UK.





50 ALFRED JOSEPH WOOLMER (BRITISH, 1805-1892)

Haddon Hall Terrace signed 'A J Woolmer' (lower right) oil on canvas 60 x 81.3cm (23 5/8 x 32in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

51

ERNEST WALBOURN (BRITISH, 1872-1927)

Feeding the ducks signed 'Ernest Walbourn' (lower right) oil on canvas 50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300

Provenance Frost & Reed, London, no. 23156.

52

JOHN HENRY HENSHALL, RWS (BRITISH, 1856-1928)

Fireside fancies signed 'Henry Henshall. R.W.S.' (lower right) watercolour 21.5 x 29cm (8 7/16 x 11 7/16in).

£600 - 800 €710 - 940 US\$750 - 1,000









54

53 * FREDERICK GEORGE COTMAN (BRITISH, 1850-1920)

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

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

54 [†] HENRY H. PARKER (BRITISH, 1858-1930)

'A Norfolk stream' signed 'Henry.H.Parker' (lower right); signed and inscribed 'A Norfolk Stream/Henry.H.Parker' (on the reverse) oil on canvas 61 x 101.6cm (24 x 40in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

Anon. sale, Sotheby's, London, 14 July 1983, lot 66. Property of an important public limited company.



55

WALTER HUNT (BRITISH, 1861-1941)

Unexpected companions signed and indisctinctly dated 'W. Hunt' (lower left) oil on canvas $31 \times 41 cm$ (12 3/16 x 16 1/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

Burlington Paintings, London. Private collection, UK (acquired from the above).

56

CHARLES JONES, RCA (BRITISH, 1836-1892)

A shady nook signed with monogram and dated '1861' (lower left) oil on canvas 61 x 51cm (24 x 20 1/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900







58



57[†] DAVID BATES (BRITISH, 1840-1921)

'A cornfield at West Malvern' signed and dated 'David Bates 1885' (lower right); signed, inscribed and dated 'a cornfield at West Malvern/David Bates/1885' (on the reverse) oil on canvas 61 x 91.5cm (24 x 36in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Anon. sale, Sotheby's, London, 12 June 1985, lot 69. Property of an important public limited company.

58†

JAMES HOLLAND RWS (STAFFORDSHIRE 1799-1870)

The village fair; a pair one signed with initials 'JH' (lower left); the other signed 'JHolland' (lower left) oil on canvas *each* 35.6 *x* 53.4*cm* (14 *x* 21*in*).(2)

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

E. Stacy-Marks Ltd., Eastbourne, 5 July 1982. Property of an important public limited company.

59 * WILLIAM AFFLECK (BRITISH, 1869-1943)

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

60

JAMES JOHN HILL (BRITISH, 1811-1882)

Mother and child signed 'JJ Hill' (lower left) oil on canvas 61 x 50.8cm (24 x 20in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500









62



63

61 FRANK HIND (BRITISH, ACTIVE 1884-1904)

Venice signed, inscribed and dated 'F. Hind. Venice/85' (lower right) oil on canvas $59 \times 99cm$ (23 1/4 x 39in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

62

SIR ALFRED EAST, RA, RI, PRBA (BRITISH, 1849-1913)

Château Gaillard, on the Seine signed 'ALFRED EAST' (lower left) oil on canvas 71 x 91cm (27 15/16 x 35 13/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

63

ALFRED POLLENTINE (BRITISH, 1836-1890) The Dogana

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900





65

64

JOHN RALPH (BRITISH, 19TH/20TH CENTURY)

The Mokattam Dervishes, Egypt signed and inscribed 'John Ralph Cairo' (lower left); bears inscription and date (lower right) oil on board 75 \times 99.5cm (29 1/2 \times 39 3/16in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

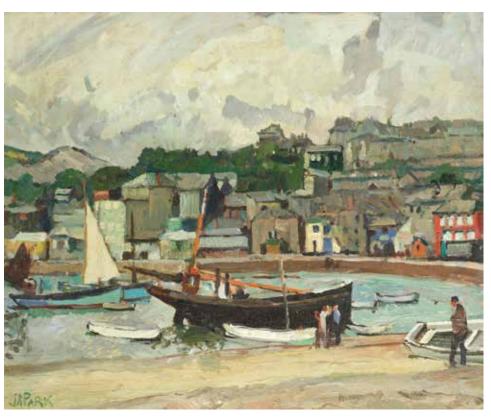
Provenance Galerie d'art Sirmali Bev, Cairo.

65 JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

St Ann's Square, Manchester signed and numbered 'F.23/Atkinson Grimshaw' (lower right) oil on a photographic base laid down on canvas $31 \times 46cm$ (12 3/16 x 18 1/8in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300





67

66 WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Low tide, Penzance signed 'W. Webb' (lower right); signed and inscribed 'Nr NEWLYN/ Penzance/Cornwall/W Webb' (on the reverse) oil on canvas 47.5 x 73.5cm (18 11/16 x 28 15/16in).

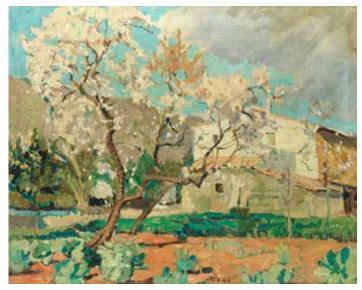
£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

67 ^{AR}

JOHN ANTHONY PARK (BRITISH, 1880-1962)

Foreshore, St. Ives signed 'J A PARK' (lower left) oil on board 33 x 39.5cm (13 x 15 9/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500





69





Trees in bloom signed 'J A PARK' (lower centre) oil on canvas 33 x 41cm (13 x 16 1/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

69 AR

JOHN ANTHONY PARK (BRITISH, 1880-1962) Bob Pollard's farm signed 'JA PARK' (lower right)

oil on board 33 x 41cm (13 x 16 1/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

70 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

The Thames at Westminster signed 'Norman Wilkinson' (lower right) oil on canvas 61 x 81.3cm (24 x 32in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

The present lot was commissioned by the current owner.









71

71 GEORGE GOODWIN KILBURNE, RI, RBA (BRITISH, 1839-1924) The young pianist; Father's return

two, one signed 'G G Kilburne' (lower left); the other signed 'G G Kilburne' (lower right) watercolour

one 33 x 24cm (13 x 9 7/16in). the other 36.5 x 28cm (14 3/8 x 11in). (2)

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

72

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

The flower seller singed with monogram and dated '68' (centre left) oil on board $31.7 \times 28.5 \text{cm} (12 \ 1/2 \ x \ 11 \ 1/4 \text{in}).$

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

73 RALPH HEDLEY (BRITISH, 1848-1913)

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

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Exhibited London, Royal Academy, 1879, no. 418. Edinburgh, Royal Scottish Academy, 1880, no. 1001.



74

SARAH CECILIA HARRISON (BRITISH, 1863-1941)

Portrait of a young boy signed and dated 'S.C. HARRISON./1891.' (upper left) oil on board 28 x 21cm (11 x 8 1/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Private collection, UK.

75

JOHN HENRY HENSHALL, RWS (BRITISH, 1856-1928)

Saying grace signed and dated 'Henry Henshall RWS.1915' (lower right) watercolour 78 x 55.9cm (30 11/16 x 22in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

Provenance The Bourne Gallery, Surrey.











76 HORACE VAN RUITH (BRITISH, 1839-1923)

A young fishwife signed and inscribed 'Venice HORACE VAN RUITH' (lower right) oil on canvas 85.1 x 58.4cm (33 1/2 x 23in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

77

ROBERT ANNING BELL (BRITISH, 1863-1933)

A Renaissance *festa* signed and dated 'R. An Bell/1910' (lower left) watercolour *51.2 x 31.2cm (20 3/16 x 12 5/16in).*

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

The meeting of Claudio and Hero, and Beatrice and Benedict.

78 CHARLES ROSSITER (BRITISH, 1827-1890)

Mending the nets signed and dated 'CRossiter 1862' (lower right) oil on canvas $61 \times 50.5 cm (24 \times 19 7/8 in)$.





80

79 JOHN BERNARD MUNNS (BRITISH, 1869-1942)

'Enigma'

signed and dated 'Bernard Munns 1923' (lower left); signed, dated and inscribed with title and artist's address (upper canvas edge, verso) oil on canvas

48.3 x 40.7cm (19 x 16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

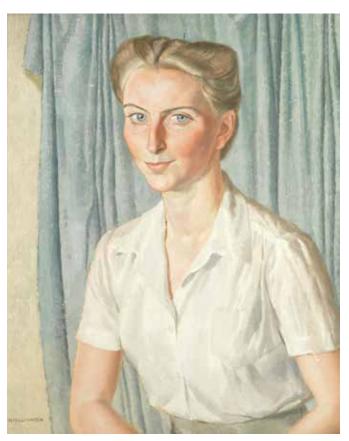
Anon. sale, Christie's, London, 3 June 1994, lot. 146.

80^{AR}

HAROLD WILLIAMSON (BRITISH, 1898-1972)

The chaise longue signed 'H WILLIAMSON' (lower right) oil on canvas $76 \times 63cm$ (29 15/16 x 24 13/16in). To be sold with an oil on board, portrait of a lady in a white shirt. (2)

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300







81

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

Scene from *Le Bourgeois gentilhomme* signed and dated 'W.P.Frith/1862' (lower left) oil on canvas 23.2 x 30.2cm (9 1/8 x 11 7/8in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300

Provenance

Anon. sale, Christie's, South Kensington, 4 September 2003, lot 242.

82

WILLIAM POWELL FRITH, RA (BRITISH, 1819-1909) Study of a young girl

oil on canvas 18 x 13cm (7 1/16 x 5 1/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

J.S.Maas & Co Ltd., London. Anon. sale, Sotheby's, London, 21 March 2002, Lot 286. Private collection, UK.



83

WILLIAM POWELL FRITH, RA (BRITISH, 1819-1909) 'Dolly Varden'

signed 'W.P.Frith' (lower right) oil on panel 16 x 11.5cm (6 5/16 x 4 1/2in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Anon. sale, Christie's, South Kensington, 4 September 2003, lot 243. Private collection, UK.

84

EDITH MARTINEAU (BRITISH, 1842-1909)

'Myrrine' titled in Greek (lower left); bears artist's name and address 'by Edith Martineau/10. Gordon Street/London. W.C' (on piece of original backboard, affixed to reverse) watercolour heightened with gum arabic $45.1 \times 35.6cm$ (17 3/4 x 14in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

Provenance

Kaye Michie Fine Art, Richmond, Surrey.

85

JAMES SANT (BRITISH, 1820-1916)

Portrait of a young girl signed with monogram (lower left, lower right) oil on canvas 72 x 60cm (28 3/8 x 23 5/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900







86 ^{AR} FREDERICK HALL (BRITISH, 1860-1948)

'One winter's morn' signed 'Fred Hall' (lower right); inscribed with title and artist's address (on artist's label attached to the reverse of the frame) oil on board $50.8 \times 63.5 cm$ (20 x 25in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

Exhibited

Newbury, Newbury District Museum, *Paintings of the countryside by Fred Hall 1860-1948'* - May 1984, no. 10.

87 AR

FREDERICK HALL (BRITISH, 1860-1948)

Deer in sunlight copse signed 'Fred Hall' (lower right) oil on board 40.5 x 56cm (15 15/16 x 22 1/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

88 AR

FREDERICK HALL (BRITISH, 1860-1948)

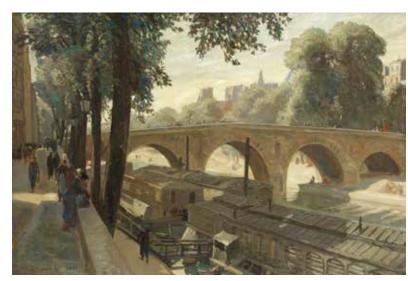
'Cloud shadows in the Lambourne vale' signed 'Fred Hall' (lower left); inscribed with title and the artist's address (on artist's label attached to the reverse) oil on board $50.5 \times 61.3 cm$ (19 7/8 x 24 1/8in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400









90



89 AR **FREDERICK HALL (BRITISH, 1860-1948)** Bridge at Alkmaar signed 'Fred Hall.' (lower left) oil on panel 32.5 x 40.7cm (12 13/16 x 16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

$_{90}\,^{\rm AR}$

CHARLES CUNDALL R.A. (BRITISH, 1890-1971)

Pont Marie, Paris signed with strengthened signature and date 'C.E.Cundall 1922' (lower right) oil on board 34.3 x 49.6cm (13 1/2 x 19 1/2in).

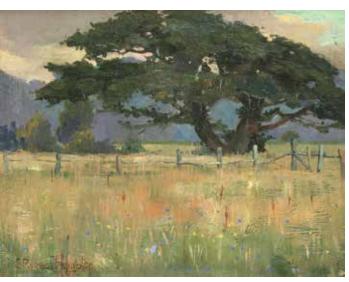
£1,200 - 1,500 €1,400 - 1,800 US\$1,500 - 1,900

91

DANIEL PENDER-DAVIDSON (BRITISH, 1855-1933)

'Tawny - Cadiz' signed, inscribed and dated '-TAWNY-CADIZ/D.PENDER-DAVISON. 1924.' (lower right) oil on board 56.5 x 35.5cm (22 1/4 x 14in).





93



92 ^{AR} WILLIAM MILLER FRAZER, RSA (BRITISH, 1864-1961)

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

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

93

EDWARD REGINALD FRAMPTON, ROI (BRITISH, 1873-1923)

Landscape signed and dated 'E Reginald Frampton/-97-' (lower left) oil on canvasboard 20.3 x 25.4cm (8 x 10in).

£800 - 1,200

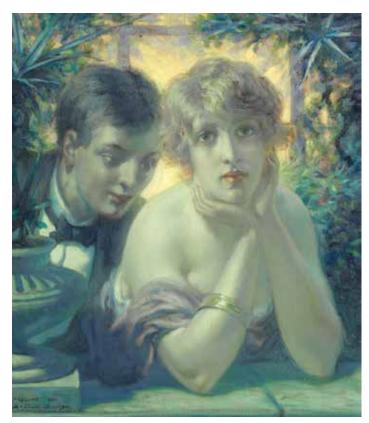
€940 - 1,400 US\$1,000 - 1,500

 94^{AR}

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

Gathering Turnips signed 'W.Lee Hankey' (lower right) oil on canvas 36.2 x 41.3cm (14 1/4 x 16 1/4in).





96

95 ALLAN DOUGLAS DAVIDSON (BRITISH, 1873-1932)

Model posing signed 'Allan Davidson.' (lower left) oil on board 35.6 x 30.5cm (14 x 12in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300

96

DANIEL PENDER-DAVIDSON (BRITISH, 1855-1933)

'Prelude'
signed, inscribed and dated 'PRELUDE-1921-/D.Pender-Davidson' (lower left)
oil on canvas *41 x 35.5cm (16 1/8 x 14in).*





97

ALBERT DE BELLEROCHE (BRITISH, 1864-1944)

Contemplation oil on board 47 x 50cm (18 1/2 x 19 11/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Anon. sale, Christie's, South Kensington, 26 November 1998, lot 23. Private collection, UK.

 $_{98}$ AR

HAROLD WILLIAMSON (BRITISH, 1898-1972)

Portrait of a girl in a red cardigan signed 'H WILLIAMSON' (upper right) oil on board 67 x 55cm (26 3/8 x 21 5/8in). To be sold with an oil on board, head of a lady with red lipstick. (2)

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900



99 JOHN WILLIAM SCHOFIELD (BRITISH, 1865-1944)

Portrait of Christiana (Lily) Macdonald signed 'JW Schofield' (lower right) oil on canvas 121.9 x 88.2cm (48 x 34 3/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance Private collection, UK.

The present lot is a portrait of Christiana Blanche Ashworth Macdonald, known as Lily. Her mother, Eleanor Montague Morris, was the daughter of a London solicitor. Eleanor's first husband was William Stanford the younger of Preston Manor, Brighton. A year after his death in 1853, Eleanor married Captain George Varnham Macdonald and the couple had three daughters Flora (1857) and later twins Diana and Lily (1866). Lily lived at Preston Manner until her half-sister Ellen Thomas-Stanford took residence in 1905. Lily was engaged twice, however never married. The 1911 census shows Lily living in London by private means.

There is little public knowledge of Lily's life, however, she is believed to have had interactions with ghosts at Preston Manor. She was involved in a famous *séance* on the 11 November 1896, attended also by Douglas Murray, who presented the findings to the Ghost Club members at their meeting in 1897.

Lily died in 1947 and is buried at the St Peter Preston Park's Church, Brighton.

John William Schofield is known for his painted portraits, landscape and figurative subjects. He studied at the Westminster School of Art and exhibited fourteen paintings at the Royal Academy.







100

ALLAN DOUGLAS DAVIDSON (BRITISH, 1873-1932)

Reclining model signed 'Allan Davidson-' (upper right) oil on canvasboard 22.5 x 30cm (8 7/8 x 11 13/16in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

101

ABRAHAM SOLOMON (BRITISH, 1824-1862)

"I love another!" signed with monogram and dated '1861' (lower left) oil on canvas 54 x 43.5cm (21 1/4 x 17 1/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800



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102
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102 AR

GERALD LESLIE BROCKHURST, RA , RP, RE (BRITISH, 1890-1978)

Reclining nude signed and dated 'Leslie Brockhurst. 1911' (lower right) pencil 34 x 54cm (13 3/8 x 21 1/4in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400

Provenance

Anon. sale, Christie's, South Kensington, 30 September 1999, lot. 28. Private collection, UK.

103

ALLAN DOUGLAS DAVIDSON (BRITISH, 1873-1932)

In thought signed 'Allan Davidson' (lower left) oil on board 25 x 12cm (9 13/16 x 4 3/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900





104 ^{AR} EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Off the Walworth road, South London signed 'Edward Seago' (lower left) oil on board 50.8 x 76.2cm (20 x 30in).

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800

Provenance The artist's estate.

105 AR EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The green pool signed 'Edward Seago' (lower left) oil on board 35.6 x 50.8cm (14 x 20in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

Provenance

Marlborough Fine Art, London. Thompson's Gallery, Aldeburgh, no. 9773/c/p. Private collection, UK.

106 AR EDWARD SEAGO, RWS (BRITISH, 1910-1974)

The leaning tree signed 'Edward Seago' (lower left) watercolour 28 x 38.5cm (11 x 15 3/16in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800









108

107 ^{AR} EDWARD SEAGO, RWS (BRITISH, 1910-1974) Paris outskirts signed 'Edward Seago' (lower left) oil on board

50.8 x 76.2cm (20 x 30in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

Provenance The artist's estate. P.& D. Colnaghi & Co. Ltd., London.

108 ^{AR} EDWARD SEAGO, RWS (BRITISH, 1910-1974) A sunny piazza signed 'Edward Seago' (lower left) watercolour over traces of pencil 29.9 x 41.3cm (11 3/4 x 16 1/4in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

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

Country garden signed and dated 'G Clausen.1881.' (lower left) watercolour 24.5 x 32cm (9 5/8 x 12 5/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

110 JOHN SAMUEL RAVEN (BRITISH, 1829-1877)

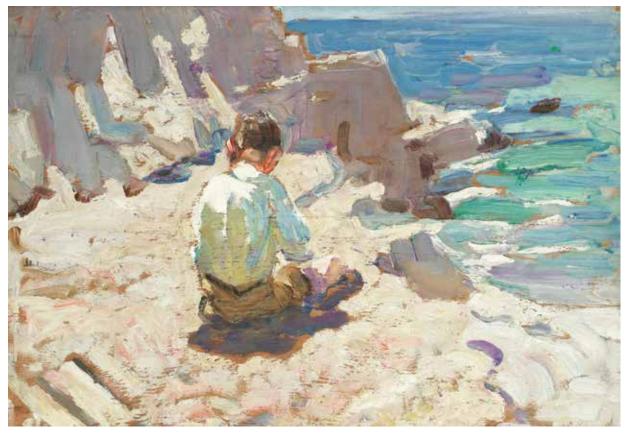
Cornfield signed with monogram (lower left); dedicated 'To John Hancock Esq/with the kind regards of/J S Raven' (on the reverse) oil on canvas laid on board $11.5 \times 13cm$ (4 1/2 x 5 1/8in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance The Maas Gallery Ltd, London, no. P13321. Private Collection, UK.









111 ^{AR} **DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)** Study of a young boy oil on panel 26.5 x 35cm (10 7/16 x 13 3/4in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

The present lot is accompanied by a copy of The Artist magazine, August 1931, Vol. 1 No. 6, where it is illustrated on page 224.

112 AR

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

Shakespeare, Stratford-upon-Avon signed 'Laura Knight' (lower right) watercolour, ink and charcoal 45.8 x 30.5cm (18 1/16 x 12in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance

Anon. sale, Christie's, London, 12 May 1989, lot. 225. Private collection, UK.

113 ALLAN DOUGLAS DAVIDSON (BRITISH, 1873-1932)

The model signed 'Allan Davidson' (lower right) oil on board 29 x 23cm (11 7/16 x 9 1/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

The Wroxham Art Gallery, Norfolk. 20th Century Gallery, London, no. SE20. Private collection, UK.

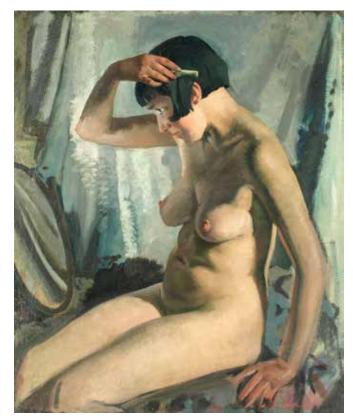
114 ^{AR}

BERNARD FLEETWOOD-WALKER (BRITISH, 1893-1965)

La Toilette bears inscription and artist's address (on an old label attached to the stretcher) oil on canvas $61.4 \times 51 cm$ (24 3/16 x 20 1/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900









115 ^{AR}

HAROLD CLAYTON (BRITISH, 1896-1979)

Still life of flowers in a marble vase signed 'Harold Clayton' (lower left) oil on canvas 55.9 x 66.7cm (22 x 26 1/4in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

Provenance

E. Stacy-Marks Ltd., Eastbourne, no C.907.

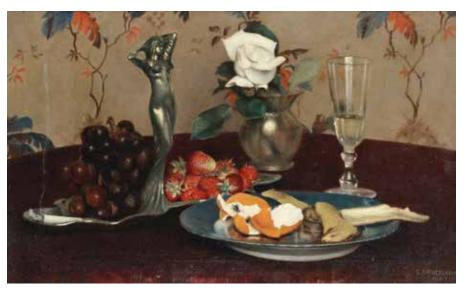
116 ^{AR}

HAROLD CLAYTON (BRITISH, 1896-1979)

Still life of flowers signed 'Harold Clayton' (lower left) oil on canvas 61 x 50.8cm (24 x 20in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800





118

117 ^{AR} **IRENE KLESTOVA (BRITISH, 1908-1989)** Bouquet of roses signed 'I. Klestova' (lower right) oil on canvas 45.7 x 54.6cm (18 x 21 1/2in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance E. Stacy-Marks Ltd., Eastbourne, no. K.371. Private collection, UK.

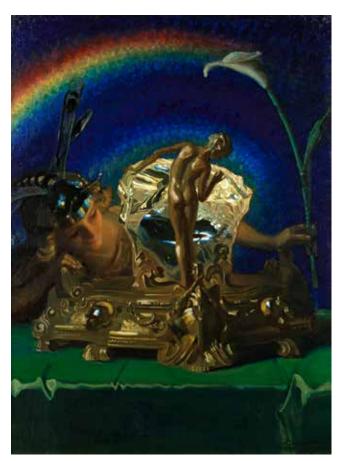
118 AR CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)

The white rose signed and dated 'C. SPENCELAYH/1947' (lower right) oil on canvas $34 \times 54cm$ (13 3/8 x 21 1/4in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

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





120

119 EDWARD LADELL (BRITISH, 1821-1886)

Still life with prawns signed with monogram (lower left) oil on canvas 30.5 x 25.5cm (12 x 10 1/16in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

120 ^{AR}

FRANK O. SALISBURY RI, ROI, RP (BRITISH, 1874-1962)

The magic crystal signed 'Frank.O.Salisbury' (lower right) oil on canvas 76.8 x 101.6cm (30 1/4 x 40in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500





121 †

EDWIN FREDERICK HOLT (BRITISH, 1830-1912)

The Albert Memorial, London signed, dated and indistinctly inscribed 'E.F.Holt/1877 Prize Med t. R.A.' (lower left) oil on canvas $81 \times 76cm$ (31 7/8 x 29 15/16in).

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800

Provenance

Anon. sale, Christie's, London, 13 February 1987, Lot 138. Property of an important public limited company.

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

Lots 122 - 231

1 Sea

122 HENRI BIVA (FRENCH, 1848-1928)

A sunlit woodland river signed and dedicated 'Henri Biva à mes chers enfants Lucien et Charles Biva' (lower left) oil on canvas 46.5 x 55.5cm (18 5/16 x 21 7/8in).

£3,500 - 4,500 €4,100 - 5,300 US\$4,400 - 5,600

123 AR ALFREDO PROSA (ITALIAN, 1884-1966)

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

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400

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









125

124 CHARLES CLAUDE DELAYE (FRENCH, 1793-1848)

A new acquisition signed 'Delaye' (lower left) oil on canvas 38.1 x 47cm (15 x 18 1/2in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800 125 **JEAN JACQUES ZUIDEMA BROOS (FLEMISH, 1833-1877)** The waiting room signed and dated 'Broos 1861' (lower left) oil on panel 29.2 x 44cm (11 1/2 x 17 5/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500



126 FRITZ FREUND (GERMAN, 1859-1942)

The thirsty tutor signed, inscribed and dated 'F. Freund/Munchen 1888' (upper right) oil on canvas 110 x 147cm (43 5/16 x 57 7/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

127 JOHANN HAMZA (GERMAN, 1850-1927)

The library signed and inscribed 'J.Hamza./Wien.' (lower left) oil on panel $34.3 \times 24.2 \text{ cm} (13 \ 1/2 \times 9 \ 1/2 \text{ in}).$

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300







129

128 GIUSEPPE PALIZZI (ITALIAN, 1812-1888)

Tending the herd signed 'Palizzi' (lower left) oil on canvas 47.5 x 86.5cm (18 11/16 x 34 1/16in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300 129 FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)

View of the Dolomites, Lago di Landro signed 'F R Unterberger' (lower left) oil on canvas 66 x 93cm (26 x 36 5/8in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500





130 ARNOLD MARC GORTER (DUTCH, 1866-1933) Autumn landscape

Autumn landscape indisctinctly signed (lower right) oil on canvas 40 x 61cm (15 3/4 x 24in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

131 ^{AR}

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

Forêt de Soignes oil on canvas 54 x 65cm (21 1/4 x 25 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

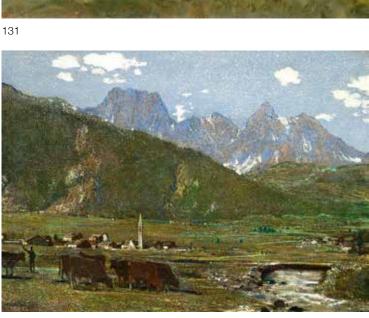
Provenance

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

132 AR

GINO FEDERICI (ITALIAN, 1888-1973)

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







134

133 EUGENIO ZAMPIGHI (ITALIAN, 1859-1944)

He loves me, he loves me not signed 'EZampighi' (lower left) oil on canvas 59.5 x 46cm (23 7/16 x 18 1/8in).

£4,000 - 6,000 €4,700 - 7,100 US\$5,000 - 7,500

134 GEORGES LAUGÉE (FRENCH, 1853-1937)

A l'heure de traire signed 'Georges Laugée' (lower left) oil on canvas 85.4 x 60.3cm (33 5/8 x 23 3/4in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400

Exhibited Paris, Salon, 1892, no. 1000.

Literature

Catalogue illustré du Salon de 1892, p.91 (sketch illustrated).

In 1904 this work was also included titled as *Milking Time* in the *Cyr Graded Art Readers, Book Two*, by Ellen M. Cyr, who developed a series of textbooks intended to introduce grade school students in Boston to art history.





135 (frame)

135 * TP HERMANN DAVID SALOMON CORRODI (ITALIAN, 1844-1905)

Torre Astura, Nettuno signed and inscribed 'H. Corrodi. Roma' (lower left) oil on canvas 125.5 x 233cm (49 7/16 x 91 3/4in).

£10,000 - 15,000 €12,000 - 18,000 US\$13,000 - 19,000

Provenance

Anon. sale, Leonard Joel, 27 May 1981, lot 671. Private collection, Australia (acquired at the above sale).





136 HENRI JOSEPH GOMMARUS CARPENTERO (BELGIAN, 1820-1874) The love letter

signed and dated 'J. Carpentero/1865' (lower left) oil on panel 46.5 x 41cm (18 5/16 x 16 1/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

137

STEFANO NOVO (ITALIAN, BORN 1862)

Day dreams signed 'Novo' (lower left) oil on panel 40 x 19.5cm (15 3/4 x 7 11/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500



£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

(DUTCH, 1888-1966)

signed 'C.Verschuur' (lower left)

61 x 81cm (24 x 31 7/8in).

139†

138 AR

Milking time

oil on canvas

ANTON ERIK CHRISTIAN THORENFELD (DANISH, 1839-1907)

CORNELIS CAREL VERSCHUUR BOUTER

A Danish farmstead signed and dated 'A Thorenfeld 1869' (lower left) oil on canvas 77.5 x 115cm (30 1/2 x 45 1/4in).

£800 - 1,200 €940 - 1,400 US\$1,000 - 1,500

Provenance

Anon. Sale, Christie's, London, 7 February 1986, lot 136. Property of an important public limited company.

140 * AR

CONSTANT ARTZ (DUTCH, 1870-1951)

Ducks and ducklings by the waterside signed 'Constant Artz' (lower left) oil on board *30.5 x 39cm (12 x 15 3/8in).*

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900











141 THÉODORE FANTIN-LATOUR (FRENCH, 1805-1872)

In the boudoir; Love's rose, a pair signed 'Fantin Latour' (centre right) pastel each 73.7 x 62.2cm (29 x 24 1/2in).(2)

£1,800 - 2,500 €2,100 - 2,900 US\$2,300 - 3,100

Théodore Fantin-Latour was father of Henri Fantin-Latour known for his portraits and still lifes of flowers.

142

GUSTAVE JEAN JACQUET (FRENCH, 1846-1909)

Portrait of a young beauty signed and dated 'G Jacquet 1875' (upper left) oil on panel $35 \times 25.5 \text{ cm}$ (13 3/4 x 10 1/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

<image>





143

JOHANN GEORG MEYER VON BREMEN (GERMAN, 1813-1886)

Portrait of a young girl signed and dated 'Meyer von Bremen 1878' (lower right) oil on panel 13 x 9cm (5 1/8 x 3 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

144

JULES MARIE SEVESTRE (FRENCH, 1834-1901)

Portrait of a lady; Portrait of a gentleman, a pair one signed and dated 'J. Sevestre/1883' (upper right) oil on canvas *each 55.5 x 36cm (21 7/8 x 14 3/16in).(2)*

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance

Anon. sale, Christie's, South Kensington, 21 March 2002, lot 513. Private collection, UK.

144







145

FRANCISCO MASRIERA MANOVENS (SPANISH, 1842-1902)

Indolence signed and dated 'F. Masriera/1894' (lower right) oil on canvas 66 x 96cm (26 x 37 13/16in).

£1,500 - 2,500 €1,800 - 2,900 US\$1,900 - 3,100

146

HEINRICH FREDERIC SCHOPIN (GERMAN, 1804-1881)

Paul and Virginia signed 'H.Schopin' (lower right) oil on canvas 64.8 x 50.2cm (25 1/2 x 19 3/4in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300



147

JAKOB KULLE (SWEDISH, 1838-1898)

The Dowry signed and dated 'Jakob Kulle/1876' (lower left) oil on canvas *85.1 x 103.8cm (33 1/2 x 40 7/8in).*

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

148

ATTRIBUTED TO FLORIS ARNTZENIUS (DUTCH, 1864-1925)

Still life of flowers bears signature (lower right) oil on canvas laid down on board 38.1 x 30.5cm (15 x 12in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900







150

149 HERMAN LINDQVIST (SWEDISH, 1868-1923)

Spring stroll, Nybroplan signed and dated 'H. Lindqvist-84' (lower right) oil on canvas 49.5 x 65.7cm (19 1/2 x 25 7/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

150 AUGUST SIEGEN (GERMAN, 1850-1910) Notre Dame, Paris

signed, dated and inscribed 'Aug. Siegen/Paris 1894' (lower left) oil on canvas $42 \times 66.5 cm$ (16 9/16 x 26 3/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance Anon. sale, Christie's, London, 10 February 1995, lot. 30.





152

151 EDVARD FREDERIK PETERSEN (DANISH, 1841-1911)

View of the city Sulmona, Abruzzo, Italy signed with initials, dated and inscribed 'EP 1880 Sulmona' (lower right) oil on canvas 40 x 57cm (15 3/4 x 22 7/16in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400

152†

VINCENT H GORMER (GERMAN) 19TH/20TH CENTURY

'Cologne Cathedral on the Rhine' signed and dated 'Vincent.H.Gormer.1890.' (lower right); signed, dated and inscribed 'Cologne Cathedral/on the Rhine/ Vincent.H.Gormer./1890.' (on the reverse) oil on canvas 96.2 x 114.6cm (37 7/8 x 45 1/8in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance

Anon. sale, Christie's, London, 7 February 1986, lot 186. Property of an important public limited company.





154

153 LOUIS APOL (DUTCH, 1850-1936)

Volendam signed 'Louis Apol' (lower left); inscribed 'Volendam' (lower right) oil on canvas 55.5 x 75.5cm (21 7/8 x 29 3/4in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

154 DUTCH SCHOOL, 19TH CENTURY

Skating on the Scheldt bears signature and date (lower right) oil on panel 49.5 x 75cm (19 1/2 x 29 1/2in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400





156

155 ANTON CASTELL (GERMAN, 1810-1867)

Moonlit coastal scene signed and dated 'A Castell 1863' (lower right) oil on canvas 73.6 x 113.7cm (29 x 44 3/4in).

£1,500 - 2,500 €1,800 - 2,900 US\$1,900 - 3,100 156

JAN JACOB COENRAAD SPOHLER (DUTCH, 1837-1923) A winter landscape with figures on the ice signed with strengthened signature 'J J C Spohler' (lower right) oil on canvas 34 x 56cm (13 3/8 x 22 1/16in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400





158

157 HUGO VON HABERMANN (GERMAN,

1849-1929) Portrait of lady, thought to be Annette Kolb (1870-1967) signed 'Habermann' (lower right) oil on board 62.5 x 48cm (24 5/8 x 18 7/8in).

£1,500 - 2,500 €1,800 - 2,900 US\$1,900 - 3,100

Provenance

Purchased in Munich between 1920-1923 by the family of the present owner. Private collection, UK.

Annette Kolb, born Anna Mathilde Kolb, was a German author. Born in Munich to a German father and French mother, her heritage played a significant part in her life. Kolb was a key figure in German literary life in the 1920s, and was awarded the prestigious Goethe Prize in 1955. Her involvement in pacifist activities during the First World War led to the Bavarian Ministry of War imposing on her a travel block. In 1933, Kolb emigrated to Paris, and became a French citizen in 1936. She fled to New York during the Second World War, and the Third Reich banned her works. When the war was ended, she moved back to Europe and spent the remaining years of her life between Munich and Paris.

Hugo von Habermann painted at least two other portraits of Annette Kolb, one in 1903, the other in 1930. They grew up in the same Munich neighbourhood and formed a lifelong friendship.

158

MARIUS JOGNARELLI (ITALIAN, ACTIVE CIRCA 1890)

Diane signed 'Marius Jognarelli' (lower right) oil on canvas 46 x 38cm (18 1/8 x 14 15/16in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800



159

LUCA POSTIGLIONE (ITALIAN, 1876-1936)

Young girl resting; Young girl with flowers one signed 'L. Postiglione' (lower right) oil on board one 20 x 25.5cm (7 7/8 x 10 1/16in); the other 25 x 20cm (9 13/16 x 7 7/8in)(2).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900







160 ^{AR}

FERNAND DE LAUNAY (BORN 1896)

La marchande de fleurs signed 'F. De LAUNAY' (lower right) oil on canvas 27.5 x 36cm (10 13/16 x 14 3/16in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

Frost & Reed, Bristol and London, by 20 September 1963, no. R6930.

161

MANUEL CUSI Y FERRET (SPANISH, 1857-1922)

At the theatre signed and dated 'M. Cusi/1905' (lower left) oil on canvas 82.5 x 59.7cm (32 1/2 x 23 1/2in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300



162

ARNALDO FERRAGUTI (ITALIAN, 1862-1925)

Carnival, Piazza della Scala, Milan signed and dated '-AFerraguti- 97-' (lower left) oil on canvas $35 \times 60cm$ (13 3/4 x 23 5/8in).

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800

Provenance

Acquired at auction by the family of the present owner in the late 1950s. Private collection, Italy.

Arnaldo Ferraguti was born in Ferrara in 1862. From 1879 he studied at the Academy of Fine Arts in Naples under Domenico Morelli (1826-1901) having moved to the city with his family. His early work tended to be historical, but in 1883, having met painter Francesco Paolo Michetti (1851-1929) at The International Exhibition in Rome, he turned increasingly to subjects drawn from everyday life which he produced in both oil and pastel.

Through his friendship with Michetti, Ferraguti met the brothers Giuseppe and Emilio Treves, the Milanese publishers, and he began illustrating magazines and books such as *The Heart of Edmondo De Amicis* and *The Stories of Verga*. He settled in Milan where he married Olga Treves, the granddaughter of his employers. In the 1890s the couple moved to Pallanza where they enjoyed the lively social life of the salons of Villa San Remigio and Villa Cordelia. Here Ferraguti built himself a mansion with wonderful views of the lake.

In 1905 he collaborated again with Michetti working on the sets for *The Daughter of Jorio D'Annunzio*, an ambitious play by Gabriele D'Annunzio.

Ferraguti is probably best remembered for his masterpiece of 1890, *Alla Vanga* (Museo del Paesaggio, Verbania-Pallanza), a huge canvas nearly 3 x 6 metres, which showed a line of barefoot peasants working the soil with spades. The picture received massive critical acclaim. Ferraguti died suddenly in 1925.





164

163

JULES BASTIEN-LEPAGE (FRENCH, 1848-1884)

Etude pour 'Au temps des vendanges' signed 'J. BASTIEN LEPAGE' (lower left) oil on canvas 35.6 x 26.5cm (14 x 10 7/16in).

£1,500 - 1,800 €1,800 - 2,100 US\$1,900 - 2,300

Provenance

Paris, Hôtel Drouot, Vente Bastien-Lepage, 11 - 12 May 1885, lot 85, as *Pendant les vendanges; esquisse (Damvillers).* Private collection, Switzerland.

Exhibited

Paris, Hôtel de Chimay, École Nationale des Beaux Arts, Jules Bastien-Lepage, no 108, as Pendant les vendanges; esquisse (Damvillers).

Literature

Marie-Madeleine Aubrun, Jules Bastien-Lepage, 1848-1884, Catalogue raisonné de l'Oeuvre, 1985, p. 183, no. 271 as Pendant les vendanges (Damvillers).

Following his early encounters with British art Bastien-Lepage hoped to introduce sentiment into his work. Coy peasant lovers would eventually emerge in l'Amour au Village 1883 (Pushkin Museum, Moscow), his last important Salon painting, however the theme may have originated here in a small sketch of grape-pickers in a vineyard close to his home village of Damvillers (Meuse). It did not however survive into the finished work, Au temps des vendanges 1880 (Private Collection, Aubrun no 270), a picture which shows a single foreground figure walking towards the spectator, a basket slung over her left arm and her head thrown back to answer the call of distant companions (see Jules Bastien-Lepage. 1848-1884, 2007, exhibition catalogue, Musée d'Orsay, Paris, p. 131). The same hilltop contour appears in both works.

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

164

EVERT PIETERS (DUTCH, 1856-1932) Collecting seaweed

signed 'E Pieters' (lower left) oil on canvas 50 x 41cm (19 11/16 x 16 1/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900



165 PIERRE AUGUSTE BRUNET-HOUARD (FRENCH, 1829-1922)

The Huntsman returning home signed 'Brunet-Houard' (lower right) oil on canvas 49.5 x 61cm (19 1/2 x 24in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300

166

LÉON FRANÇOIS COMERRE (FRENCH 1850-1916)

La Saone et Le Rhone inscribed 'La Saone' (lower left); inscribed 'Le Rhone' (lower right); signed 'Leon Comerre' (on the reverse) oil on canvas 55.9 x 130.8cm (22 x 51 1/2in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,300

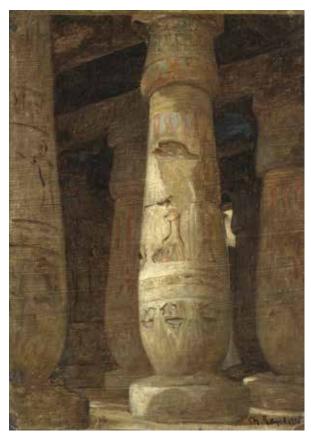
167 RAYMOND DESVARREUX (FRENCH, 1848-1912)

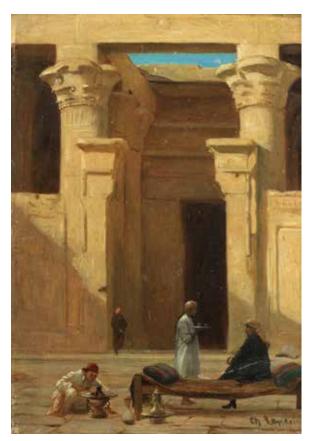
Les cavaliers signed 'Raymond Desvarreux' (lower right) oil on board 33 x 41.2cm (13 x 16 1/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900 165











169

168 CHARLES ZACHARIE LANDELLE (FRENCH, 1812-1908)

Egyptian street scene; Egyptian Column, a pair each signed 'Ch Landelle' (lower right) oil on board each 23.2 x 32.5cm (9 1/8 x 12 13/16in). (2)

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

It has been suggested that the subject of the present works may be the Temple of Khonsu at Karnak, Egypt.

169

ARTURO ZANIERI (ITALIAN, BORN 1870)

Portrait of arab gentleman inscribed, signed 'A.Zanieri.' and dated 'giugno 1911.' (lower right) and further inscribed (lower left) oil on canvas 55.9 x 46.3cm (22 x 18 1/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900



170 ATTRIBUTED TO LÉON FRANÇOIS COMERRE (FRENCH 1850-1916)

Le manteau légendaire oil on canvas 36 x 52cm (14 3/16 x 20 1/2in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

The present lot is a version of the painting of the same title by Léon François Comerre, sold Sotheby's Paris, 22 October 2015, lot 128. Léon Comerre executed several paintings with the same composition.

171

CONTINENTAL SCHOOL, 19TH CENTURY

Young Balkan soldier oil on canvas 75 x 100cm (29 1/2 x 39 3/8in).

£3,000 - 4,000 €3,500 - 4,700 US\$3,800 - 5,000

Provenance

Sale, Millon Paris, 7 June 2010, lot 288. Private collection, Brussels.











172

CONTINENTAL SCHOOL, 19TH CENTURY

In the boudoir contained within a secondary locked frame showing a continental landscape by another hand. the inner work - oil on canvas, the outer - oil on panel each 44.5 x 40.7cm (17 $1/2 \times 16in$)

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

173

GIUSEPPE AURELI (ITALIAN, 1858-1929)

Vanity signed and inscribed 'G Aureli/Roma' (lower left) watercolour and gouache 56 x 42cm (22 1/16 x 16 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900





174



175

174 GIAMBATTISTA TODESCHINI (ITALIAN, 1857-1938)

Odalisque; a pair both signed 'GTodeschini' (lower right) oil on canvas each 40 x 70cm (15 3/4 x 27 9/16in).(2)

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

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

175

GEORGES DEVY (FRENCH, 19TH CENTURY)

The note signed and dated 'Georges Devy.82' (lower left) oil on canvas 74.5 x 93.3cm (29 5/16 x 36 3/4in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500





177



178

176 LOUIS GABRIEL EUGÈNE ISABEY (FRENCH, 1803-1886)

Sailing vessels in the harbour signed 'E. Isabey' (lower right) oil on panel 34.5 x 54.5cm (13 9/16 x 21 7/16in).

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

177*

EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

River landscape signed 'L. Dupuy.' (lower left) oil on panel 15.8 x 22cm (6 1/4 x 8 11/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

178

PIETER CORNELIS DOMMERSEN (DUTCH, 1834-1908)

Borselen on the Scheldt, Holland signed and dated 'P. C. Dommersen. 1899.' (lower left); inscribed '"Borselen"/on the Scheldt/Holland' and artist's wax seal (on the reverse) oil on panel 29.5 x 40cm (11 5/8 x 15 3/4in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Royal Exchange Art Gallery, London. Private collection, UK.

179 PIETER CORNELIS DOMMERSEN (DUTCH, 1834-1908)

Hoorn on the Zuiderzee, Holland signed and dated 'P. C. Dommersen. 1902.' (lower left); inscribed '"Hoorn"/on the Zuiderzee/Holland' and artist's wax seal (on the reverse) oil on panel *30 x 40.7cm (11 13/16 x 16in).*

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance Royal Exchange Art Gallery, London. Private collection, UK.

180

VICTOR ALFRED PAUL VIGNON (FRENCH, 1847-1909)

Bords de l'Oise dans le Vexin signed 'V. Vignon' (lower right) oil on canvas 38 x 55.5cm (14 15/16 x 21 7/8in). Painted circa 1880

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400

The authenticity of this work has kindly been confirmed by Monsieur Stéphane Kempa.

Provenance

Kaplan Gallery, London. Private collection, UK.

Victor Alfred Paul Vignon (1847-1909) was born in Villers-Cotterêts. His mother Marie-Noémi Cadiot was a sculptor, writer and a proprietor of a hotel. The hotel was decorated by Puvis de Chavannes in the 1850s and Vignon therefore had an early introduction to art. He went on to study under Camille Corot and Adolphe-Félix Cals.

Vignon painted around Val-d'Oise and in the 1870s associated with Camille Pissarro and his circle in Auver-sur-Oise. The present lot, painted *circa* 1880, is demonstrative of the artist's preoccupation with the poetic and realistic expression of landscape.











181 †

JEAN-BAPTISTE ROBIE (BELGIAN, 1821-1910)

Still life with flowers and raspberries oil on panel *32.4 x 40.6cm (12 3/4 x 16in).*

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

Anon. sale, Christie's, London, 17 May 1985, lot 2. Property of an important public limited company.

182*

JAN ADAM ZANDLEVEN (DUTCH, 1868-1923)

Still life of flowers signed and dated 'J.A. Zandleven/1909' (lower left) oil on canvas laid down on board 37.6 x 30.5cm (14 13/16 x 12in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance Private collection, South Africa.

183 ^{AR} VIDA GÁBOR (HUNGARIAN, 1937-1999)

Construction signed with initials 'V.G.' (lower right) oil on board 45.7 x 30.5cm (18 x 12in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

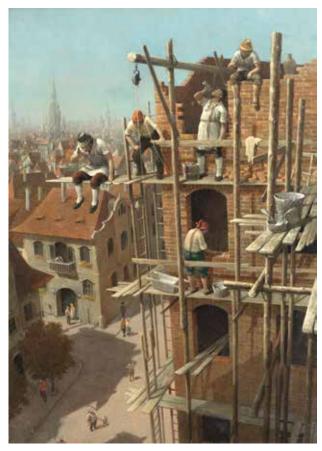
Provenance Private collection, UK.

184

AUGUST VON SIEGEN (GERMAN, 1850-1910)

A street market signed 'Aug. Seigen' (lower right) oil on panel 52.5 x 42cm (20 11/16 x 16 9/16in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900



183







186



185

185 GIOVANNI FATTORI (ITALIAN, 1825-1908)

Soldiers in a landscape; Soldier drinking

two, both signed 'Gio. Fattori' in pencil (lower right); both inscribed on the reverse, the first 'All'egregio dott. Di Carlo. con amicizia per la sua sensibilita artistica. Giovanni Malesci. Milano. 30.6.34.XII', the other 'Disegno originale del mio maestro Giovanni Fattori. Giovanno Malesci. Milano 31.6.34.XII'

the first pencil and grey wash, the other pencil the larger $26 \times 37 cm (10 \ 1/4 \times 14 \ 9/16 in).$ (2)

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Macchi Collection, Gallarate. Thence by descent. Private collection, UK.

We are grateful to Andrea Baboni for confirming the attribution to Giovanni Fattori. The works will be sold with certificates of authentication.

186

MAXIMILIEN LUCE (FRENCH, 1858-1941)

Plan d'exposition signed 'Luce' (lower right); variously inscribed (throughout) pen and ink over traces of pencil on paper *42.9 x 32cm (16 7/8 x 12 5/8in).*

£600 - 800 €710 - 940 US\$750 - 1,000

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

Provenance

Anon. sale, Sotheby's, London, 13 October 1993, lot 180. Private collection, Milan (acquired at the above sale).





187 ^{AR} TOYEN (MARIA CERMINOVA) (CZECH, 1902-1980)

Untitled, Landscape signed and dated 'Toyen 37' (lower right) pen and ink over traces of pencil on paper 22.5 x 31cm (8 7/8 x 12 3/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

188 LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

Étude de paysage pastel on paper 39.5 x 46.5cm (15 9/16 x 18 5/16in). Executed circa 1924 - 1925

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance Artist's studio. Hôtel Drouot, Paris, 1982.

Literature

M. Le Pelley Fonteny, *Léon Augustin Lhermitte. Catalogue raisonné*, Paris, 1991, no. 283 (illustrated p. 209).





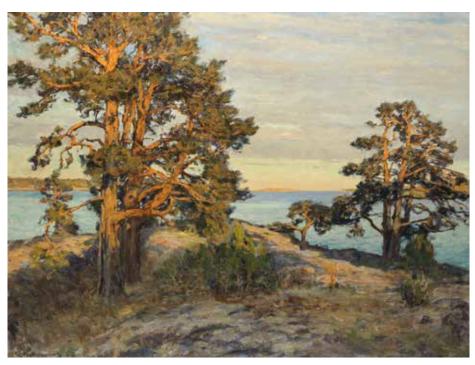
189

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

Allegories of the four seasons: Les Lavandières; La Moisson; Les Vendages; and Les Fagotteuses oil on canvas largest 50.2 x 111.7cm (19 3/4 x 44in)(4).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300





191

190 JEAN D'ALHEIM (RUSSIAN, 1840-1894)

Moonlit coastal scene signed 'D'alheim' (lower right) oil on canvas 92.7 x 120.6cm (36 1/2 x 47 1/2in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

191

GOTTFRIED SAMUEL N. KALLSTENIUS (SWEDISH, 1861-1943)

Coastal landscape at sunset signed and dated 'G.Kallstenius,33' (lower left) oil on canvas 88.9 x 116.8cm (35 x 46in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500



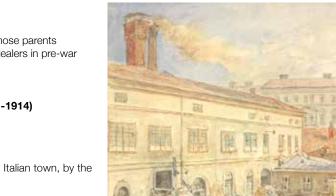


192 PIETRO SCOPPETTA (ITALIAN, 1863-1920)

Street scene two, both signed 'P. Scoppetta' (lower right) oil on canvas one 14.5 x 20.3cm (5 11/16 x 8in); the other 20.3 x 14.5cm (8 x 5 11/16in).(2)

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800





FRANZ ALT (AUSTRIAN, 1821-1914) A bustling flower market

signed 'Franz Alt' (lower left) watercolour heightened with bodycolour $20.5 \times 25cm$ (8 1/16 x 9 13/16in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

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

194

193

ATTRIBUTED TO FRANZ ALT (AUSTRIAN, 1821-1914)

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

£500 - 700 €590 - 830 US\$630 - 880

195

JOAQUÍN PALLARÉS Y ALLUSTANTE (SPANISH, 1853-1935) After the shower

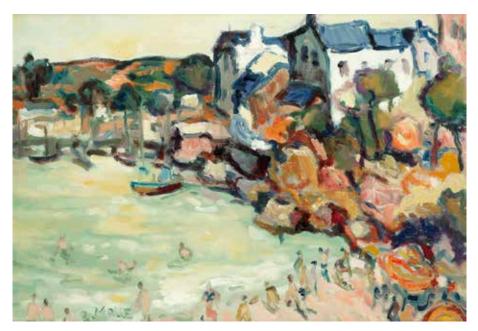
signed and dated 'J PALLARES /1891' (lower left) oil on canvas 45 x 55cm (17 11/16 x 21 5/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance Colin Stodgell Fine Art, Torquay, Devon.









197

196 AR CHARLES MALLE (BORN 1935)

Journée ensoleillée à Cornwall signed 'C. MALLE' (lower left); stamped with the artist's atelier stamp 'Atelier Charles Malle Vente' (on the stretcher) oil on canvas 38.5 x 55.5cm (15 3/16 x 21 7/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

Provenance

Private collection, UK (a gift from the artist).

197 AR CHARLES MALLE (BORN 1935)

Le Havre signed 'C. MALLE' (lower right); stamped with the artist's atelier stamp 'Atelier Charles Malle Vente' (on the stretcher) oil on canvas, unframed $54 \times 73 cm$ (21 1/4 x 28 3/4in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance Private collection, UK (a gift from the artist).

198 JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Boats in a harbour bears signature and date (lower left) oil on board 17.5 x 11.5cm (6 7/8 x 4 1/2in).

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800

The authenticity of this work has kindly been confirmed by Blanca Pons Sorolla and it will be included in the forthcoming *catalogue raisonné* currently being prepared by Blanca Pons Sorolla under inventory no. BPS 18.

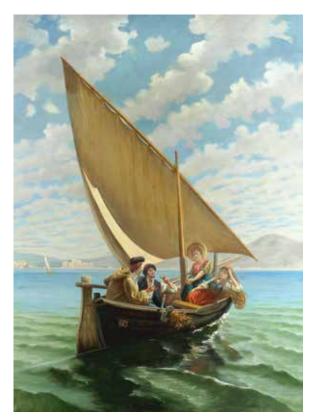
199

PIETRO GABRINI (ITALIAN, 1856-1926)

A pleasure trip in the bay of Naples signed 'P.GABRINI' (lower centre) oil on canvas 134.6 x 100.3cm (53 x 39 1/2in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300





200 AR JEAN-GABRIEL DOMERGUE (1889-1962) Au derby

signed 'Gabriel/Domergue' (lower right); inscribed with title and number on stretcher oil on canvas 73 x 60.3cm (28 3/4 x 23 3/4in).

£15,000 - 20,000 €18,000 - 24,000 US\$19,000 - 25,000

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

This work will be included in the forthcoming *catalogue raisonné* currently being prepared by Monsieur Noé Willer.

Provenance

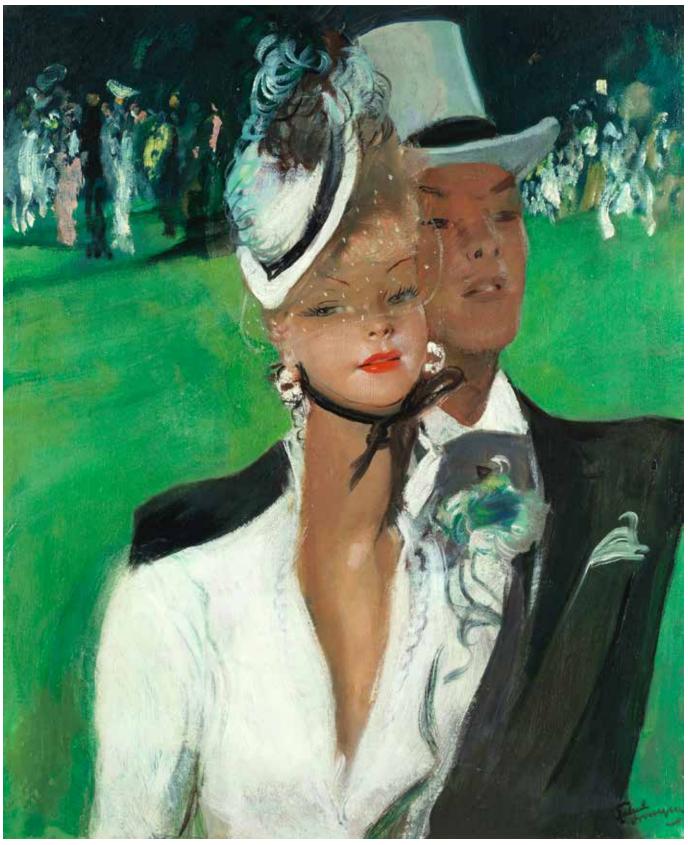
Purchased directly from the artist by the previous owner.

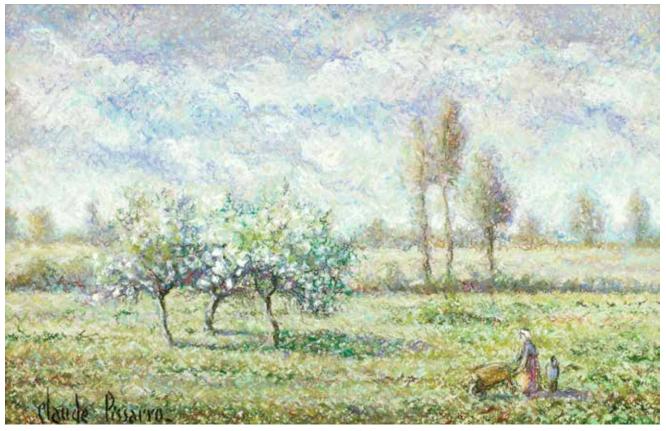
Jean-Gabriel Domergue, born in Bordeaux in 1889, was talented and precocious from a young age, exhibiting works at the 1906 Salon d'Artistes Français at the age of 17. In 1920 he was awarded the prestigious Prix de Rome and then began showing outside the exhibition. In his early years he painted landscapes with great ease and it was for these which first gained recognition. In the 1920s however, his career took a decisive turn; Domergue devoted himself to painting portraits of Parisian ladies and would go on to paint over 3,000 images of this kind.

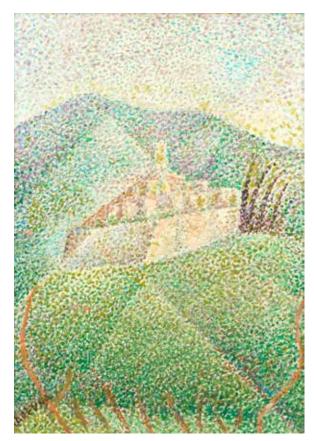
Domergue's woman was typically thin, airy, elegant, with a swanlike neck and wide seductive eyes which gaze upon the world with longing, characteristics which lead to him later claiming that 'I invented the pin-up.' Before long, his paintings of nudes and semi-nude coquettes became fantastically popular, and his aggressively modern style secured his reputation and his fortune. He is perhaps best known for his Cote d'Azur nudes which summed up the carefree abandonment of modern Cannes life, where he lived from 1927.

He was also a sought-after portraitist in aristocratic circles and could always be found at events in Paris, Cannes, Monte-Carlo, Juan-les-Pins, Biarritz and, of course, Deauville, quite possibly the location of the present lot. Domergue changed the way women were portrayed, breaking the traditional melancholic and vapourish poses; the female figure became airy, sparkling and effervescent. He had a talent for expressing the fickle and dazzling nature of a beautiful woman which can be seen in the composition of the present lot. The confident, bright lady in the foreground looks directly out at the audience and commands the scene when compared to the dark male figure behind her looking off to the right.

His style progressed throughout his career, reaching an almost definitive period at the beginning of the 1930s, which would mark the peak of his career. His paintings were no longer dated even though often titled on the back and sometimes numbered, as in the case of the present lot. He would go on to be curator of the Jacquemart-André Museum in Paris starting from 1955 and it was during his organisation for the exhibit in honour of his own master, Giovanni Boldini, that he passed away in 1962.







201 AR

HUGUES CLAUDE PISSARRO (FRENCH, BORN 1935)

Trois pommiers au champs de la mousse signed 'Claude Pissarro' (lower left) pastel on paper 25 x 37cm (9 13/16 x 14 9/16in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

The authenticity of this work has kindly been confirmed by Madame Lèlia Pissarro.

202 AR

MARIA VOROBIEVA (CALLED MAREVNA) (RUSSIAN/FRENCH, 1892-1984)

Saint-Paul-de-Vence signed 'MAREVNA' (lower left); signed, dated and inscribed 'MAREVNA/1944/St. Paul/France' (on the reverse) oil on canvas 27.5 x 20cm (10 13/16 x 7 7/8in).

£1,000 - 1,500 €1,200 - 1,800 US\$1,300 - 1,900

203 ^{AR} **ADRIANO SPILIMBERGO (ITALIAN, 1908-1975)** *Versilia* oil on canvas 80 x 100cm (31 1/2 x 39 3/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

Private collection, Milan. Thence by descent to the present owner.

Exhibited

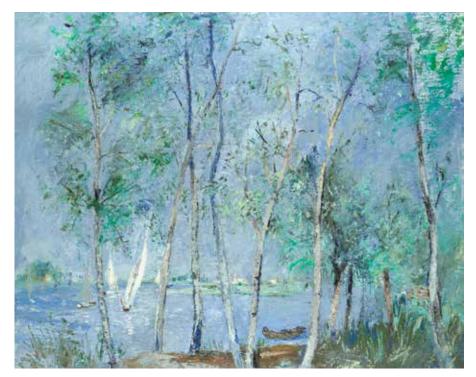
Milan, Galleria Gussoni, *Mostra personale Adriano Spilimbergo*, 1963. Milan, Società per le Belle Arti ed Esposizione Permanente, *Mostra antologica di Adriano di Spilimbergo*, 1981. Spilimbergo, Palazzo Tadea, *Mostra Antologica di Adriano Di Spilimbergo*, 1981.

204 AR

OTOKAR NEJEDLY (CZECHOSLOVAKIAN, 1883-1957)

A forest meeting signed 'Ot. Nejedlý' (lower right) oil on board *31 x 39cm (12 3/16 x 15 3/8in).*

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

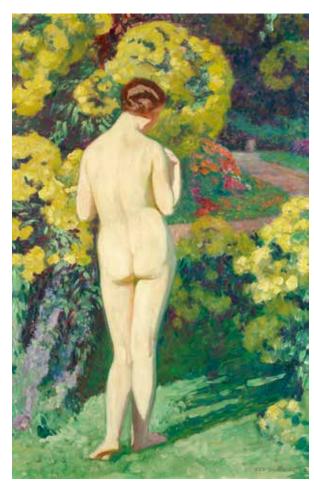


203









206

205 ^{AR} EINAR JOLIN (SWEDISH, 1890-1976) Seated nude

signed and dated 'Jolin/1950' (upper left) oil on canvas 65.4 x 54.6cm (25 3/4 x 21 1/2in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

206 AR

OCTAVE DENIS VICTOR GUILLONNET (FRENCH, 1872-1967) Garden in bloom signed and dated 'ODV.Guillonnet 24' (lower right)

oil on canvas 95.2 x 63.5cm (37 1/2 x 25in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800



207 ^{AR} **PAUL SIEFFERT (FRENCH, 1874-1957)** *Nue allongée* signed 'P.Sieffert' (lower right) oil on canvas 97 *x 130.5cm (38 3/16 x 51 3/8in).*

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800





208 EDMOND MARIE PETITJEAN (FRENCH, 1844-1925)

Le port signed 'E. Petitjean' (lower right) oil on canvas 46 x 66cm (18 1/8 x 26in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

Provenance M. Newman, London. Private collection, UK.

209 EMMA CIARDI (ITALIAN, 1879-1933)

Venice signed, inscribed and dated 'Emma Ciardi/Venezia/1911' (lower right) oil on board 28 x 28cm (11 x 11in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

209

210 AR ANTOINE BLANCHARD (FRENCH, 1910-1988)

Place Saint Michel, Notre-Dame signed 'Antoine. Blanchard' (lower right); signed and inscribed 'A.Blanchard./PARIS/ NOTRE DAME/PLACE ST MICHEL' and stamped with the artist's atelier stamp (on the reverse) oil on canvas 46 x 56cm (18 1/8 x 22 1/16in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,400

Provenance

Unicorn Gallery, Wilmslow, Cheshire. Private collection, UK (acquired from the above).

211 ^{AR}

ANTOINE BLANCHARD (FRENCH, 1910-1988)

Porte St. Denis, Paris signed 'Antoine. Blanchard.' (lower right); stamped with the artist's atelier stamp (on the reverse) oil on canvas 33 x 46cm (13 x 18 1/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance:

Unicorn Gallery, Wilmslow, Cheshire. Private collection, UK (acquired from the above).



210







212 AR MARCEL DYF (FRENCH, 1899-1985)

Village de Laroque, Languedoc-Roussillon signed and dated 'Dyf 41' (lower right) oil on canvas 73.6 x 91.5cm (29 x 36in). Painted in 1941

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800

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. 5124.

213 ^{AR} **MARCEL DYF (1899-1985)** *Promenade dans les blés en Bretagne* signed 'Dyf' (lower right) oil on canvas 46 x 55cm (18 1/8 x 21 5/8in). Painted in 1984

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

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. 2806.

Provenance Frost & Reed, London, no. 56203.

214

HANS DAHL (NORWEGIAN, 1849-1937) Summer in the fjords

signed 'Hans Dahl' (lower right) oil on canvas 45.5 x 60cm (17 15/16 x 23 5/8in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

Provenance Thos Agnew & Sons., London.



213







215 AR PAUL SIEFFERT (FRENCH, 1874-1957)

Reclining nude on a fur rug signed 'P.Sieffert' (lower left); signed and numbered 'P. Sieffert. N⁰ 315' (on the reverse) oil on canvas $33 \times 55.2cm$ (13 x 21 3/4in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

Provenance

E. Stacy-Marks Ltd., Eastbourne, no. 81276.

216

MARINA MARINA (RUSSIAN, BORN 1970) The day dream

Signed 'Marina' (lower right); inscribed in Cyrillic and signed and dated 'Marina Marina/2014r/X.M.' (on the reverse) oil on canvas $90.1 \times 47cm$ (35 $1/2 \times 18 1/2in$).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300



217 AR

VICTOR GUERRIER (FRENCH, 1893-1968)

Un couple élégant dans un restaurant signed 'V.Guerrier' (lower right) oil on canvas 73 x 100cm (28 3/4 x 39 3/8in).

£5,000 - 8,000 €5,900 - 9,400 US\$6,300 - 10,000

218 AR

VICTOR GUERRIER (FRENCH, 1893-1968)

L'omnibus signed 'V.Guerrier' (lower left) oil on canvas 100 x 73cm (39 3/8 x 28 3/4in).

£5,000 - 8,000 €5,900 - 9,400 US\$6,300 - 10,000



218





220

219 AR VICTOR GUERRIER (FRENCH, 1893-1968)

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

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800 220 ^{AR} VICTOR GUERRIER (FRENCH, 1893-1968) *Le métro* signed 'V.Guerrier' (lower left) oil on canvas, unframed 73 x 100cm (28 3/4 x 39 3/8in).

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800





222

221 AYDEMIR SAIDOV (BORN 1979) Contemplation

signed 'Saidov' (lower right); inscribed in Cyrillic and signed and dated 'Aydemir Saidov/2014r./X.M.' (on the reverse) oil on canvas $70.5 \times 59.7cm$ (27 3/4 x 23 1/2in).

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

222

JEAN LEON HENRI GOUWELOOS (BELGIAN, 1865-1943)

Study of a nude signed 'Jean Gouweloos' (lower left) oil on canvas 50.2 x 30.5cm (19 3/4 x 12in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500





224



223

223^{* AR} JANKEL ADLER (POLISH, 1895-1949) Junges Mädchen

signed 'Adler' (lower right) oil on board $31 \times 25cm$ ($12 \ 3/16 \times 9 \ 13/16in$). There is an additional ink sketch (on the reverse); portrait, stamped 'Jankel Adler C.A.' (lower right)

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

Redfern Gallery, London. Anon. sale, Sotheby's, Tel Aviv, November 1992, no. 59. Private collection, Israel.

224 AR

PAUL DELVAUX (BELGIAN, 1897-1994)

Etudes de personnages signed 'P. DELVAUX' (lower right) pen, brush and ink on paper 32.9 x 22.5cm (12 15/16 x 8 7/8in). Executed circa 1950

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

The authenticity of this work has kindly been confirmed by the Foundation Paul Delvaux.

Provenance Ewan Phillips Gallery, London. Private collection, UK.

225 ^{AR} MARIO SIRONI (1885-1961)

Due nudi femminili watercolour and pencil on paper $19 \times 24cm$ (7 1/2 x 9 7/16in). Executed in 1923 There is an additional sketch for an illustration inscribed 'Autunno 1923' (on the reverse)

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

The authenticity of this work has kindly been confirmed by the Associazione per *il patrocinio e la promozione della figura e dell'opera di Mario Sironi* and is recorded in their archives under number 105/12 RA.

Provenance

The artist's studio. Aglae Sironi Collection, Italy (by descent from the above). Private collection, Italy (gifted from the above to the present owner).

226 ^{AR}

MARIO SIRONI (1885-1961)

Figura femminile con palla, portale e chiesa pencil on paper 29 x 23cm (11 7/16 x 9 1/16in). Executed circa 1922

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

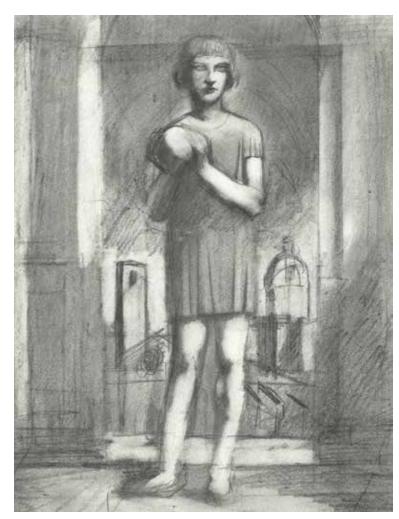
The authenticity of this work has kindly been confirmed by the Associazione per il patrocinio e la promozione della figura e dell'opera di Mario Sironi and is recorded in their archives under number 107/12 RA.

Provenance

The artist's studio. Aglae Sironi Collection, Italy (by descent from the above). Private collection, Italy (gifted from the above to the present owner).



225







227 * AR **CLAUDE VENARD (1913-1999)** *Le canal* signed 'C. VENARD' (lower right) oil on canvas

oil on canvas 90.1 x 73.6cm (35 1/2 x 29in). Painted circa 1971

£5,000 - 7,000 €5,900 - 8,200 US\$6,300 - 8,800

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



228 ^{AR}

JEAN MIOTTE (FRENCH, BORN 1926)

Sans titre signed and dated 'Miotte 77' (lower right) oil on canvas 73 x 100cm (28 3/4 x 39 3/8in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

229 AR LEON ZACK (RUSSIAN/FRENCH, 1892-1980)

Composition signed and dated 'Leon Zack 59' (lower right) oil on canvas 115.5 x 80cm (45 1/2 x 31 1/2in).

£1,500 - 2,000 €1,800 - 2,400 US\$1,900 - 2,500

Provenance

The Waddington Galleries, London. The Nancy Balfour Collection, from whom gifted to Wycombe Abbey, Buckinghamshire.



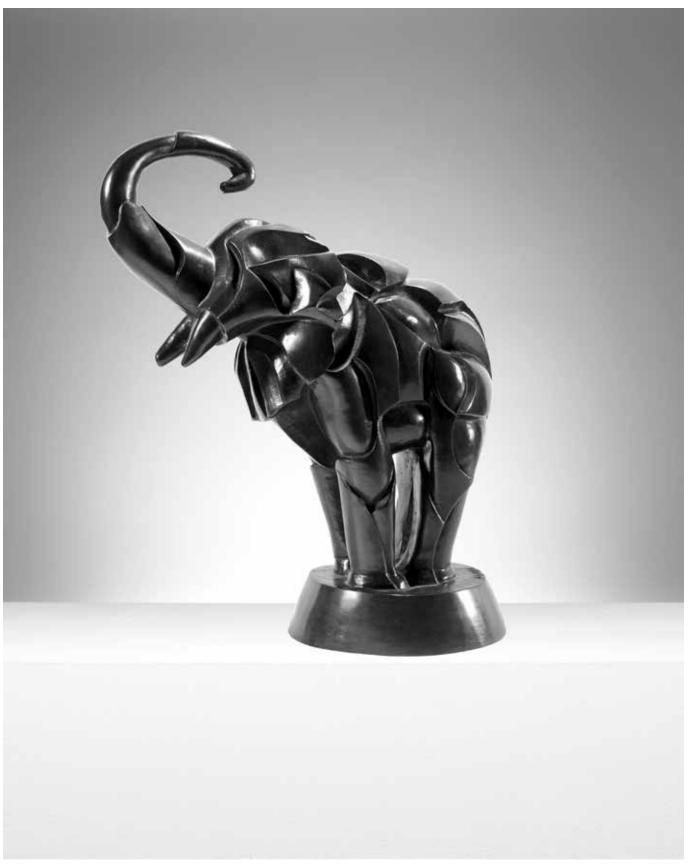


230 HERBERT GARBE (GERMAN, 1888-1945) Elephant signed 'H Garbe' (on the base) bronze 46cm (18 1/8) high

£3,000 - 5,000 €3,500 - 5,900 US\$3,800 - 6,300

Herbert Garbe was born in Berlin on the 1 June 1888. He married fellow sculptor Emy Roeder in January 1919 and they moved in the circles of other famous German artists of the time such as Käthe Kollwitz, Ernst Barlach and Karl Schmidt-Rottluff. Gabre and Roeder worked closely together and influenced each other's work, sharing a studio and exhibiting together in 1927. The couple moved to Rome in 1933 so Garbe could work in the headquarters of the cultural institution of the Federal Republic of Germany, the Villa Massimo, however after a year in Rome Garbe returned to Berlin alone to take up a role as artistic director in the Städel School in Frankfurt.

During the time Garbe was working, avant-garde movements were flourishing in Germany and he was associated with the expressionist movement. In response to the rapidly changing environment. artists were greatly experimenting with painting, design, sculpture and technique. The present lot is exemplary of Garbe's creativity, with thick planes at juxtaposing angles, fitting together to form a distinctly unique and bold shape. His later years, during the Second World War, were seen out in Alsace where he focused on creating sculptures of the female form which were often softer in style when compared with the futuristic elements evident in the present lot.





PETER UPWARD (1932-1983)

Taurus with Venus artist's stamp (lower right); bears inscription "Taurus with Venus"/Peter Upward/Rowan Gallery' (on the reverse) oil and PVA on canvas $116.5 \times 91.5cm$ (45 7/8 x 36in).

£2,000 - 3,000 €2,400 - 3,500 US\$2,500 - 3,800

Provenance

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

Peter Upward is considered to be one of Australia's first abstract expressionist painters, whose works primarily conveyed movement and a calligraphic quality through the vigorous application of paint. He worked in London 1962-1971, where he exhibited with the Rowan Gallery

END OF SALE

The next sale of British and European art is on 4 July 2017

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THE MARINE SALE

Wednesday 12 April, 2017 Knightsbridge, London CIRCLE OF WILLIAM JOHN HUGGINS (BRITISH, 1781-1845) Coming ashore at Madras £20,000 - 30,000

ENQUIRIES

rhyanon.demery@bonhams.com +44 (0)20 7393 3865

Bonhams

bonhams.com/marine

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the Buyer of the Lot as corresponding only with that part of the Entry which 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 *Buver*.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for 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 l ot, 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 £100,000 of the *Hammer Price* 20% from £100,001 to £2,000,000 of the *Hammer Price* 12% from £2,000,001 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 \pounds 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).

Percentage amour
4%
3%
1%
0.5%
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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-property/exportcontrols/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 *Saller*.

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

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.

Olt 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.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the 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;
 6.1
- 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*.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose. The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

4.2

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

PAYMENT

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

COLLECTION OF THE LOT

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7.5

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

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

GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 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.
- We do not make or give and do not agree to make 1.6 or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the 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 [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to 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.

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*.

4.4

- 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.

RESPONSIBILITY FOR THE LOT

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6.2

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

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

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sa(e) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

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

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

GOVERNING LAW

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

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treatv).

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

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account. "\AT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted. "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

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

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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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20th Century British Art Matthew Bradbury +44 20 7468 8295

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American Paintings Kayla Carlsen +1 917 206 1699

Antiquities Siobhan Quin +44 20 7468 8225

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European Sculptures & Works of Art UK Michael Lake +44 20 8963 6813

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

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Motorcycles Ben Walker +44 8700 273616

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Old Master Pictures UK Andrew Mckenzie +44 20 7468 8261 U.S.A Mark Fisher +1 323 436 5488

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Registration and Bidding Form

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



Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: British and European Art	Sale date: Tuesday 21 March 2017
Sale no. 23944	Sale venue: Knightsbridge
If you are not attending the sale in person, please provide details of prior to the sale. Bids will be rounded down to the nearest incremen for further information relating to Bonhams executing telephone, or endeavour to execute these bids on your behalf but will not be liable	t. Please refer to the Notice to Bidders in the catalogue line or absentee bids on your behalf. Bonhams will
£200 - 500 by 20 / 50 / 80s £20, £500 - 1,000 by 50s £50, £1,000 - 2,000 by 100s £100	000 - 20,000by 1,000s 000 - 50,000by 2,000 / 5,000 / 8,000s 000 - 100,000by 5,000s ,000 - 200,000by 10,000s e £200,000at the auctioneer's discretion
Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	I
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. countr	y code)
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this a concerning Bonhams. Bonhams does not sell or trade email addresses.	address information relating to Sales, marketing material and news
I am registering to bid as a private buyer	I am registering to bid as a trade buyer
If registered for VAT in the EU please enter your registration here:	Please tick if you have registered with us before
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Please note that all telephone calls are recorded.

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