



# **BRITISH AND EUROPEAN ART**

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

Tuesday 21 November 2017 at 1pm Knightsbridge, London

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Front Cover: Lot 113
Back Cover: Lot 178
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Section Divider 2: Lot 163
Inside Front Cover: Lot 24
Inside Back Cover: Lot 149

#### **SALE NUMBER**

24260

#### CATALOGUE

£12

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

Please see back of catalogue for important notice to bidders

#### IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.





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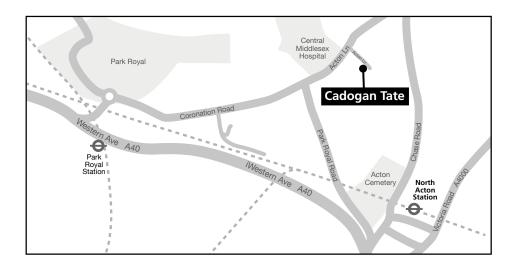
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All sold lots marked TP will be removed to Cadogan Tate 241 Acton Lane, London, NW10 7NP from 9am Wednesday 22 November 2017

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TP sold lots will be available for collection from Cadogan Tate from 12pm Thursday 23 November 2017 and then every working day between 9.30am and 4.30pm by appointment only.

A booking email or phone call are required in advance to ensure lots are ready at the time of collection. Photographic id will be required at the time of collection and if a third party is collecting written authorisation from the successful buyer is required in advance.

To arrange a collection please email collections@cadogantate.com or call +44 (0)800 988 6100

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#### Storage

Storage will be free of charge for the first 14 calendar days following the sale Tuesday 21 November 2017. Charges will apply from 9am Tuesday 28 November 2017.

#### **Storage Charges**

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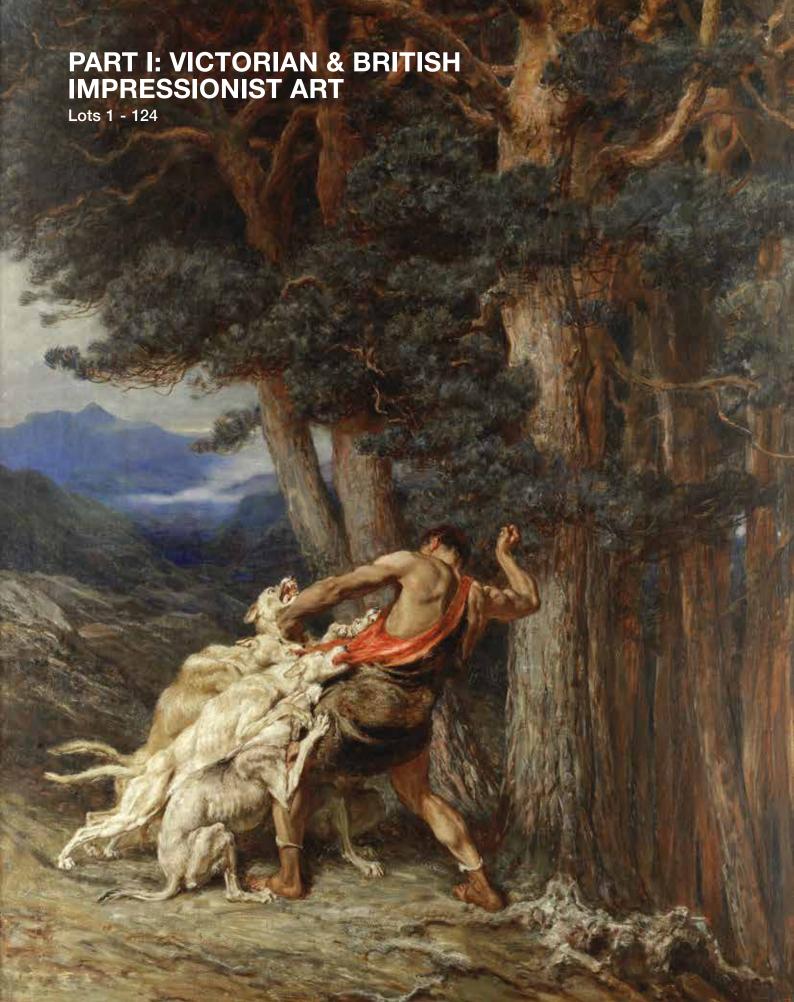
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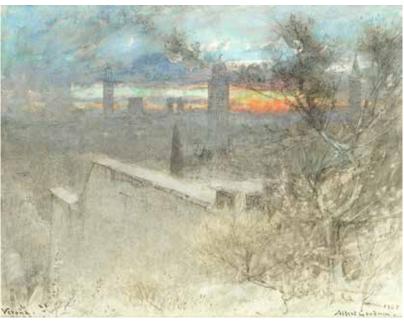
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(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit, or debit card.

Payment at time of collection by: cash, cheque with banker's card, credit. or debit card.







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

Windsor castle at sunset

signed and dated 'Albert Goodwin\1913' (lower right) and inscribed 'Windsor' (lower right)

watercolour heightened with brown ink and scratching out 26 x 37.5cm (10 1/4 x 14 3/4in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

#### Provenance

Anon. sale, Sotheby's, London, 26 May 1983, lot 114. Anon. sale, Sotheby's, London, 12 June 2003, lot 159. Anon. sale, Sotheby's, London, 9 July 2009, lot 171.

#### Exhibited

London, Society of Painters in Watercolour, 1913, no. 129.

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

In the Giusti Gardens - Verona, sunset signed and dated 'Albert Goodwin\1902' (lower right) and inscribed 'Verona' (lower left) watercolour and black ink 23.5 x 29.2cm (9 1/4 x 11 1/2in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### Provenance

Anon. sale, Christie's, South Kensington, 3 December 2003, lot 104.

# **ALBERT GOODWIN RWS (BRITISH, 1845-**

View of Mount Etna, Sicily signed and dated '1904/Albert Goodwin' (lower right) watercolour heightened with scratching out 24.5 x 36cm (9 5/8 x 14 3/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with The Fine Art Society, July 1951.

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

'Beachy head' signed and dated 'Albert Goodwin 1910' (lower right) titled 'Beachy head' (lower left) watercolour 25.5 x 37.5cm (10 1/16 x 14 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with the Waterford Galleries, Lymington, Ref. no. 338 27/80.

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

A westerly view of Oxford, featuring the Radcliffe camera, University church and Oxford castle watercolour 23.2 x 37.5cm (9 1/8 x 14 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000











### ROBERT (JR.) HUDSON (BRITISH, 1852-1884)

Lake Geneva signed and dated 'R Hudson Jnr/1883' (lower left) oil on canvas 52 x 76cm (20 1/2 x 29 15/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

### **WILLIAM MELLOR (BRITISH, 1851-1931)**

'Rydal lake, Westmoreland' signed 'William Mellor' (lower left); inscribed with title (on the reverse) oil on canvas 61 x 91.5cm (24 x 36in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### **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).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

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#### JOHN LINNELL (BRITISH, 1792-1882)

signed 'J Linnell' (lower right) oil on panel 45.7 x 37.8cm (18 x 14 7/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

Anon. sale, Sothebys, Belgravia, 9 July 1974, lot 135.

Purchased from the above sale by the family of the current owner; thence by descent.

#### FREDERICK WILLIAM HULME (BRITISH, 1816-1884)

A summer landscape signed 'F W.Hulme' (lower left) oil on canvas 42.2 x 62.6cm (16 5/8 x 24 5/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000



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## PETER DE WINT, OWS (BRITISH, 1784-1849)

An extensive landscape with Rouen in the distance watercolour heightened with bodycolour 53 x 89cm (20 7/8 x 35 1/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

### ATTRIBUTED TO SEBASTIAN PETHER (LONDON 1790-1844)

A moonlit river scene with church ruins oil on canvas 63.5 x 83.8cm (25 x 33in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### SAMUEL PROUT, FSA, OWS (BRITISH, 1783-1852)

Strasbourg watercolour heightened with white 71.5 x 53cm (28 1/8 x 20 7/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### W. R. WATERS (DOVER ACTIVE CIRCA 1841-CIRCA 1867)

A view of Dover castle from the streets below signed 'WRWaters' (lower right) oil on canvas 61 x 45.7cm (24 x 18in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000



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

A shop at Dol, Brittany signed with monogram (lower left) watercolour heightened with white 46.3 x 70.5cm (18 1/4 x 27 3/4in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

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

Crossing the bridge signed with monogram (lower left) watercolour heightened with white 20.3 x 27.9cm (8 x 11in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

#### Provenance

with Rowles Fine Art, Powys.



#### ARTHUR STOCKS (BRITISH, 1846-1889)

A little hard of hearing signed 'A STOCKS' (lower right) oil on canvas 46 x 61cm (18 1/8 x 24in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400

#### Provenance

with David Messum, Beaconsfield, Ref. Q47.

#### **JOHN CHARLES MAGGS (BRITISH, 1819-**1895)

A pair of coaching scenes the first signed and dated 'J.C.Maggs/1896' (lower left); the other signed, inscribed and dated 'J.C.Maggs/Bath 1896' (lower right) oil on canvas 31.1 x 66cm (12 1/4 x 26in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600



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

Across the valley signed 'BWLEADER' (lower left) oil on canvas 50.8 x 76.2cm (20 x 30in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

#### Provenance

Anon. sale, Christie's, South Kensington, 7 March 2002, lot 408. Private collection UK.

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

A river landscape signed and dated 'B.W.LEADER.1899.' (lower left) oil on canvas 41 x 61.6cm (16 1/8 x 24 1/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

It has been suggested that this work is a study for a larger oil titled 'Summer eve by a haunted stream' which was exhibited in the Royal Academy, London, 1899, no. 508.

#### Provenance

Private collection UK.



#### WILLIAM HENRY MANDER (BRITISH, 1850-1922)

A pair of river landscapes one signed 'W H Mander.' (lower left) the other signed and dated 'W.H Mander.01' (lower left) oil on canvas 40.6 x 61cm (16 x 24in).(2)

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

#### **GEORGE SHALDERS (BRITISH, 1826-**1873)

Evening glow Surrey signed 'G Shalders' (lower centre) watercolour 27.9 x 48.3cm (11 x 19in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with Abbey Galleries, London, no. 111529. Purchased from Deighton's Strand Gallery, London, in 1937, by the current owner's father.



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#### THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)

The Lord of the Herd: a bull and three cows in a pasture - evening signed and dated 'T. Sidney Cooper ARA/1851' (lower right) oil on canvas 145.5 x 123cm (57 5/16 x 48 7/16in).

£8,000 - 12,000 €9,000 - 13,000 US\$11,000 - 16,000

#### Provenance

Sale, Christie's London, 25 March 1876, lot 52, property of T.O. Potter, 760gns to Permain. Sale, Christie's London, 17 June 1910, lot 17, property of Sir Frederick Thorpe Mappin 305gns to Sampson. Sale, Sotheby's Belgravia, 29 June 1976, lot 20. Private collection, Spain.

#### Literature

Kenneth J. Westwood, Thomas Sidney Cooper, C.V.O., R.A., his life and work, Ilminster, 2011, vol. I, p.256, cat. no. O.1851.13.







#### 24 AH

### CHARLES WALTER SIMPSON, R.I., R.O.I. (BRITISH, 1885-1971)

The Farndale on Blakey Ridge signed 'Charles Simpson' (lower left) gouache 54.6 x 75.9cm (21 1/2 x 29 7/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### Provenance

with The Fine Art Society, London, 1927. Anon. sale, Christie's, London, 8 March 1990, lot 111. Private collection UK.

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#### THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)

Evening glow, at the end of the day signed and dated 'T.Sidney.Cooper. 1865' oil on panel 54.6 x 43.8cm (21 1/2 x 17 1/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### Provenance

with Christopher Cole Fine Paintings, London.





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#### **GEORGE ARMFIELD (BRITISH, 1810-1893)**

Terriers rabbiting signed and dated 'G Armfield/1859' (lower right) oil on canvas 76.2 x 101.6cm (30 x 40in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

### **WILLIAM WEEKES (BRITISH, ACTIVE 1864-1904)**

Meadow matters signed 'WWeekes' (lower left) oil on canvas 76.2 x 50.8cm (30 x 20in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600





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#### 28 **ELOISE HARRIET STANNARD (BRITISH, CIRCA 1828-1915)**

Still life of raspberries, cabbage leaves & convolvulus signed and dated 'EHStannard. 1875' (lower right) oil on canvas 30.5 x 35.8cm (12 x 14 1/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### 29

#### **ELOISE HARRIET STANNARD (BRITISH, CIRCA 1828-1915)**

Still life of apples, cobnuts and holly signed and dated 'EHStannard/1903' (lower left) oil on canvas 28 x 38.4cm (11 x 15 1/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000





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#### **ALFRED GLENDENING JR. (BRITISH, 1861-1907)**

Springtime signed with monogram and dated '1905' (lower left) watercolour heightened with white 50.8 x 73.7cm (20 x 29in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000 31

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

The proposition signed 'G. G. KILBURNE' (lower left) oil on canvas 61 x 91.5cm (24 x 36in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000





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#### **WILLIAM HEMSLEY (BRITISH, 1819-1893)**

Blackberry gathering; a thorn signed 'Wm Hemsley' (lower left) oil on canvas 36.8 x 45.7cm (14 1/2 x 18in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### **ERNEST WALBOURN (BRITISH, 1872-1927)**

Primrose gatherers signed 'Ernest Walbourn' (lower right) oil on canvas 51.1 x 76.8cm (20 1/8 x 30 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

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

Don't wake the baby signed 'GGKilburne' (lower left) watercolour heightened with white 26.7 x 41.3cm (10 1/2 x 16 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with Mandell's Gallery, Norwich. Private collection UK.

#### ALFRED GLENDENING JR. (BRITISH, 1861-1907)

The courtship signed with monogram and indistinctly dated '190?' (lower left) watercolour heightened with white 52 x 75cm (20 1/2 x 29 1/2in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

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#### FREDERICK SMITH (BRITISH, ACTIVE 1873-1876)

A wet night in the streets inscribed with title and artist's name and address on a label attached to the reverse mixed media on paper 30.5 x 48cm (12 x 18 7/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

Private collection, South Africa.

### Exhibited

London, Royal Academy, 1873, no. 727.



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#### **HELEN ALLINGHAM RWS (BRITISH, 1848-1926)**

Old Dorset cottage

signed 'H. Allingham' (lower left); titled and inscribed with artist's address (on label attached to the reverse) watercolour 35.5 x 53.3cm (14 x 21in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

with Rowles Fine Art, Powys, Stock no. 1100/1/11052.

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### **HELEN ALLINGHAM RWS (BRITISH, 1848-1926)**

A melancholy stroll signed and dated 'H.Allingham.1880' (lower right) watercolour heightened with white 19.3 x 14cm (7 5/8 x 5 1/2in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

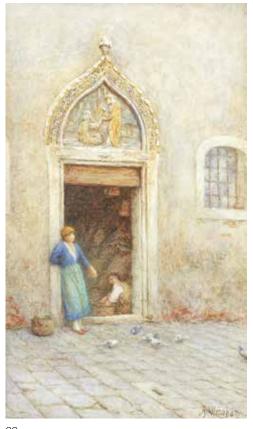
#### **HELEN ALLINGHAM RWS (BRITISH, 1848-1926)**

A Venetian doorway

signed 'H.Allingham' (lower right); inscribed 'Sculpture by Pietro Lombardino/(over doorway)/in Piazza san Luca(?)' watercolour

37.8 x 26.4cm (14 7/8 x 10 3/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000





The relief sculpture above the doorway has been attributed to Pietro Lombardo (c. 1438-1515) and depicts Saint Mark healing the cobbler Anianus. The doorway is located in the Campo san Tomá in Venice on a building the was once the headquarters of the shoemakers' guild, the Scuola dei Calegheri.

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#### **HELEN ALLINGHAM RWS (BRITISH, 1848-1926)**

Portrait of a young girl signed 'H.Allingham' (lower right) watercolour 15.8 x 11.4cm (6 1/4 x 4 1/2in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

#### **JOSHUA CRISTALL (BRITISH, 1767-1847)**

Betsy Jones of Banmouth c.1834 signed 'J Cristall.' (lower left), there is an extract from a note attached to the reverse of the mount indicating the name of the model watercolour 28.5 x 21cm (11 1/4 x 8 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

Probably anon. sale, Phillips, London, 4 November 1985, lot 42. Private collection UK.







#### **JAMES WEBB (BRITISH, 1825-1895)**

'Cadiz' signed 'James Webb' (lower left) oil on canvas 61 x 92.1cm (24 x 36 1/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

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#### **EDWARD WILLIAM COOKE, RA (BRITISH, 1811-1880)**

'French Sloop entering the harbour of Tréport' signed and dated 'E W Cooke. RA./1869' (lower right) and inscribed with artist's name, address and title (on old label attached to stretcher) oil on canvas 81.3 x 134.6cm (32 x 53in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### Provenance

Lutwidge (commission).

Sale, Christie's, London, 17 December 1910, lot 28, 44 guineas to Vicars.

Sale, Christie's, London, 3 April 1922, lot 117, 44 guineas to Pawsey and Payne.

J. MacMillan, Kensington Church Street.

with Hahn Fine Art, London, 7th July 1970, £1,400.

Private collection, UK.

#### Exhibited

London, Royal Academy, 1869, no. 863.

#### Literature

J. Mundy, E.W. Cooke, A Man of his Time, Woodbridge, Suffolk, 1996, no. 68/3, plate 273, illustrated in black and white on page 327.





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## **JOHN FULLEYLOVE (BRITISH, 1845-1908)**

A crowd outside St George's Hall, Liverpool signed, dated and inscribed 'JFulleylove/1889/Lvpool' (lower right) oil on canvas 71 x 105cm (27 15/16 x 41 5/16in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

This fascinating depiction of Victorian Liverpool shows the area around Lime Street. St George's Hall opened in 1854 reflecting Liverpool's status as Britain's second city. Crowds have historically gathered outside St George's on significant occasions. There are a number of events that may be depicted here, such as the infamous trial of Florence Maybrick for murdering her husband, the Volunteer Movement or the Liverpool City Council elections of 1 November 1889.

#### **JAMES BAKER PYNE (BRITISH, 1800-1870)**

Beach pier scene signed 'PYNE' (lower left) oil on canvas 86 x 133cm (33 7/8 x 52 3/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

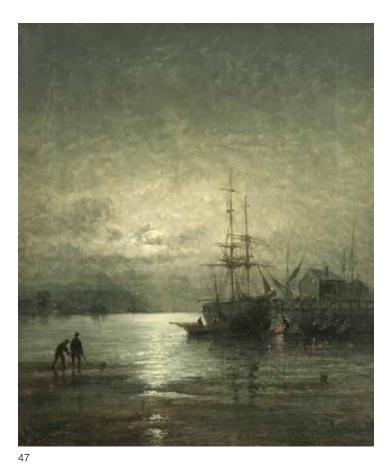




# WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

Rochester from Strood and one other shipping scene; a pair each signed 'Thornley' (the first lower right the other lower left) oil on canvas 40.7 x 30.5cm (16 x 12in).(2)

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600



## WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

'Moonlight on the Thames near Benfleet', and another shipping scene possibly off Dover; a pair each signed 'WAThornley' (the first lower right, the other lower left); the first titled (on the stretcher verso) oil on canvas 35.6 x 30.5cm (14 x 12in).(2)

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000







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#### **ERNEST CROFTS, RA (BRITISH, 1847-**1911)

'La Belle Alliance 1815' signed 'E.Crofts' (lower right) oil on canvas 22.8 x 32cm (9 x 12 5/8in).
To be sold with a smaller Napoleonic scene by the same hand. (2)

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### **ERNEST CROFTS, RA (BRITISH, 1847-**1911)

Scouting ahead signed and dated 'E.Crofts 78' (lower right) oil on canvas 42.5 x 71.1cm (16 3/4 x 28in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### Provenance

with MacConnal-Mason & Son, London.



#### **OLIVER RHYS (BRITISH, ACTIVE 1876-**1895)

A fishing group mending the nets signed and indsistinctly dated 'Oliver Rhys' (lower left) oil on panel 27 x 41cm (10 5/8 x 16 1/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### THOMAS SMYTHE (BRITISH, 1825-1906)

Shore scene with fisherfolk signed 'T Smythe' (lower left) oil on canvas 50.5 x 75.5cm (19 7/8 x 29 3/4in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400

#### **ENGLISH SCHOOL, EARLY 19TH CENTURY**

View of Naples oil on canvas 22.3 x 33cm (8 3/4 x 13in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000



51











53

#### OCTAVIUS T. CLARK (BRITISH, 1850-1921)

A woodland cottage and a woodland stream; a pair The first signed and dated 'OTClark/85' (lower right) the other signed 'OTCLARK' (lower right) oil on canvas 101.6 x 76.2cm (40 x 30in)(2).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

### JAMES JOHN HILL (BRITISH, 1811-1882)

Young boy on a pony signed and dated 'J J Hill/1855' (lower right) oil on canvas 63.5 x 50.5cm (25 x 19 7/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000



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

Homeward bound signed 'J F Herring' (lower left) oil on canvas 31.1 x 46.3cm (12 1/4 x 18 1/4in).

£1,500 - 2,500 €1,700 - 2,800 US\$2,000 - 3,300

#### **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)

£1,500 - 2,500 €1,700 - 2,800 US\$2,000 - 3,300











#### **JANE M. DEALY (BRITISH, FL. 1880-1931)**

Trouble with the law signed 'M.Lewis./1915' (lower right) oil on canvas laid to board 30.5 x 27.6cm (12 x 10 7/8in). in a circular mount

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### JAMES H. EDGAR (BRITISH, ACTIVE 1860-1870)

'Flower Girl' signed and titled 'Flower Girl/JH Edgar' (on the reverse) oil on canvas 41 x 30.5cm (16 x 12in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

Anon. sale, Christie's South Kensington, 19 March 1998, lot 194. Acquired from the above sale by the present owner.

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

Reading the post signed 'Carlton a Smith' (lower left) watercolour 31.4 x 21cm (12 3/8 x 8 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

Anon. sale, Sotheby's, Colonnade, 7 Ocotber 1992, lot 204. Acquired from the above sale by the present owner.





60 AR

#### HAROLD KNIGHT, RA, ROI, RP (BRITISH, 1874-1961)

Portrait of a gentleman signed 'Harold Knight' (lower right) oil on canvas 92.5 x 112cm (36 7/16 x 44 1/8in).

£5,000 - 7,000 €5,600 - 7,800 US\$6,600 - 9,200





62

#### 61 **LIONEL WALDEN (AMERICAN, 1861-1933)**

Checking crab pots, Falmouth signed 'Lionel Walden' (lower right) oil on canvas 45.5 x 61cm (17 15/16 x 24in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

## 62 <sup>AR</sup>

### JAMES PRINSEP BARNES BEADLE (BRITISH, 1863-1947)

Morning ride in Hyde Park signed and dated 'J. P. Beadle/1889' (lower right) oil on canvas 61 x 76.5cm (24 x 30 1/8in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600





64

# 63 \*

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

The lass that loves a sailor signed and dated 'G.G.Kilburne/-80' (lower left) oil on canvas 87.6 x 113cm (34 1/2 x 44 1/2in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

# 64 AR

# MARGARET DOVASTON (BRITISH, 1884-1954)

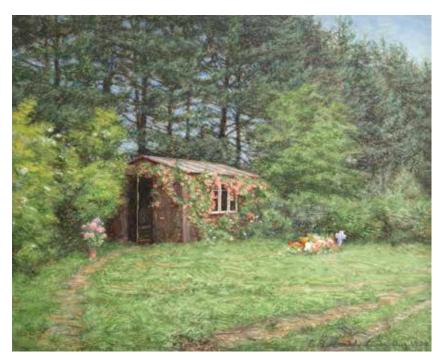
A game of cards signed 'M.Dovaston' (lower right) oil on canvas 46 x 61.6cm (18 1/8 x 24 1/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600





66



#### **BERNARDO HAY (BRITISH, 1864-1931)**

Fishing boats off Capri signed 'Bernardo Hay' (lower right) oil on canvas 31.8 x 53cm (12 1/2 x 20 7/8in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400

## **EDWARD AUBREY HUNT (AMERICAN,** 1855-1922)

A busy lagoon signed 'E Aubrey Hunt' (lower left) oil on canvas 36.2 x 66.3cm (14 1/4 x 26 1/8in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

## **EDWARD GEORGE HANDEL LUCAS** (BRITISH, 1861-1936)

Sir Arthur Conan Doyle's writing shed and signed and dated 'E. G. Handel Lucas aug 1930' (lower right) oil on board 30.5 x 38cm (12 x 14 15/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000  $68 \, ^{\mathrm{AR}}$ 

# **CECIL KENNEDY (BRITISH, 1905-1997)**

Still life of flowers with a self portait of the artist reflected in the vase signed 'Cecil Kennedy' (lower right) oil on canvas 61.6 x 50.8cm (24 1/4 x 20in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

 $69 \, \mathrm{AR}$ 

# **CECIL KENNEDY (BRITISH, 1905-1997)**

Still life of flowers with a self portait of the artist reflected in the vase signed 'Cecil Kennedy' (lower right) oil on canvas 50.8 x 41cm (20 x 16 1/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000



68







71

## HERCULES BRABAZON BRABAZON (BRITISH, 1821-1906)

Venice: sunset, together with two other works by the artist two signed with initials 'HBB' (lower right) watercolour, pastel and pencil the largest 20 x 20.5cm (7 7/8 x 8 1/16in), the smallest 11.5 x 17cm (4 1/2 x 6 11/16in).(3)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

Anon. sale, Christie's, London, 22 July 1975, lot 125 (2 of 3). Anon. sale, Christie's, London, 19 November 1974, lot 201 (1 of 3). Private collection, UK.

## HERCULES BRABAZON BRABAZON (BRITISH, 1821-1906)

Sidi Ogba, Algeria, with two other works by the artist signed with initials 'HBB' (lower right) watercolour, bodycolour, pastel and pencil the largest 18 x 25.5cm (7 1/16 x 10 1/16in), the smallest 9.5 x 10.5cm (3 3/4 x 4 1/8in).(3)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

Anon. sale, Christie's, London, 17 November 1970, no. 154 (1 of 3). Anon. sale, Christie's, London, 30 July 1974, no. 120 (1 of 3). Private collection, UK.





73

## HERCULES BRABAZON BRABAZON (BRITISH, 1821-1906)

A collection of eight sketches, by and attributed to the artist six signed with initials (three lower left and three lower right) watercolour, pencil, charcoal and chalk the smallest 17.8 x 23.5cm (7 x 9 1/4in), the largest 26 x 36.2cm (10 1/4 x 14 1/4in) all unframed.(8)

£800 - 1,200 €900 - 1,300 US\$1,100 - 1,600

# 73 \*

# HENRY WOODS, RA (BRITISH, 1846-1921)

A collection of twelve preparatory sketches charcoal and pencil heightened with white the largest 71.1 x 49.6cm (28 x 19 1/2in), the smallest 9.5 x 18.4cm (3 3/4 x 7 1/4in) all unframed (12)

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400





# MARGARET MURRAY COOKESLEY (BRITISH, CIRCA 1850-1927)

Harem scene

signed and dated 'Margaret Murray Cookesley 1893' (lower right) oil on panel

32.5 x 45.5cm (12 13/16 x 17 15/16in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

75

# **WALTER GOODMAN (AMERICAN, BORN 1838)**

'Fresh and Pure'

signed and dated 'Walter Goodman/1883' (lower right); signed and titled on artist's label (on the reverse) oil on canvas

61 x 41.3cm (24 x 16 1/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600





76 AR

# HAROLD CLAYTON (BRITISH, 1896-1979)

Still life of flowers in a plain white bowl signed 'Harold Clayton' (lower left) oil on canvas 44.5 x 49.5cm (17 1/2 x 19 1/2in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000  $77 \, \mathrm{AR}$ 

## **IRENE KLESTOVA (BRITISH, 1908-1989)**

signed 'Irene Klestova' (lower right) oil on baord 54 x 73cm (21 1/4 x 28 3/4in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

## Provenance

with E.Stacy-Marks, Eastbourne, July 1958, no 24311. with Frost and Reed, London, no. 24311. Private collection UK.





79

78 <sup>AR</sup>

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

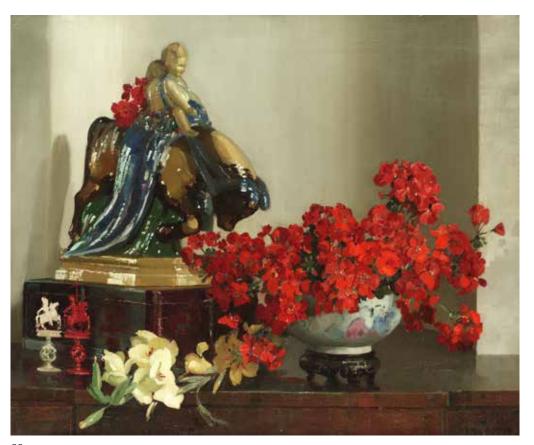
Seated nude signed 'W Russell Flint' (lower right) charcoal and red chalk 17 x 26cm (6 11/16 x 10 1/4in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600  $79 \, \mathrm{AR}$ 

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

Nude reading signed 'W Russell Flint' (lower left) charcoal and red chalk 21.6 x 33.6cm (8 1/2 x 13 1/4in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000



# $80^{\,\mathrm{AR}}$

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

A study in scarlet signed 'H DAVIS RICHTER' (lower right) oil on canvas 63.5 x 76.5cm (25 x 30 1/8in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400

## Provenance

with Watson Art Galleries, Montreal, no. 1901.

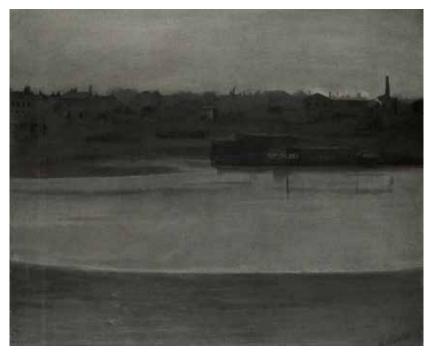
81 AR

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

Still life with carnations signed 'H.DAVIS RICHTER' (lower right) oil on canvas 61 x 51.5cm (24 x 20 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000







83

# 82

# WALTER GREAVES (BRITISH, 1846-1930)

Battersea boatyard signed 'W Greaves' (lower right) oil on canvas 50 x 60cm (19 11/16 x 23 5/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

# $83\,\mathrm{AR}$

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

'The Island Campanile, Orta' signed 'W.RUSSELL FLINT' (lower left); signed and titled (on the reverse) watercolour 25.4 x 38.1cm (10 x 15in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

#### Provenance

with Frost and Reed, London. Anon. sale, Christie's, London, 5 June 2006, lot 143. Purchased from the above sale by the current owner.





85

84 AR

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

Reclining female figure signed 'WRussell Flint' (lower right) red chalk on paper 25.1 x 36.2cm (9 7/8 x 14 1/4in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600 85 AR

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

Vera and Diana signed with initials (lower right) red chalk on paper 15.3 x 22.5cm (6 x 8 7/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000







87



86

# $86 \, \mathrm{AR}$

# **IRENE KLESTOVA (BRITISH, 1908-1989)**

White roses, a pair both signed 'I Klestove' (one lower left, the other lower right) oil on board 23 x 18cm (9 1/16 x 7 1/16in).(2)

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

# Provenance

with Omell Galleries, London. Private collection UK.

87 AR

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

signed 'WRFLint' (lower right) signed, and titled (on mount card reverse) red chalk on paper

34 x 21cm (13 3/8 x 8 1/4in).

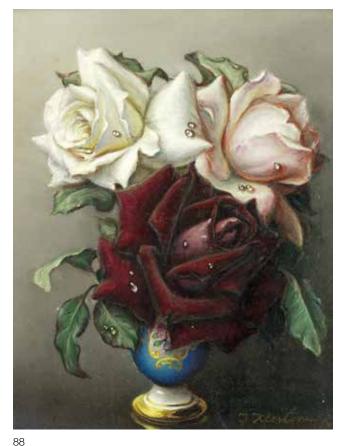
£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

## Provenance

with The Fine Art Society, London, November 1966. Private collection UK.

#### Exhibited

London, Royal Academy Diploma Gallery Exhibition, 1962, no. 255.





88 AR

# **IRENE KLESTOVA (BRITISH, 1908-1989)**

Mixed roses, a pair one signed 'I Klestova' (lower right) the other signed 'Irène Klestova' (lower left) oil on board 23 x 18cm (9 1/16 x 7 1/16in).(2)

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

# SIR WILLIAM RUSSELL FLINT (SCOTTISH, 1880-1969)

The huntress signed 'WRussellFlint' (lower left) charcoal and red chalk 26.7 x 20.3cm (10 1/2 x 8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with The Fine Art Society, London, October 1963, no. 5479.







90 <sup>AR</sup>

# **CECIL KENNEDY (BRITISH, 1905-1997)**

Still life of white hellebores in an alcove signed 'Cecil Kennedy' (lower right) oil on canvas 51 x 41cm (20 1/16 x 16 1/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

91 <sup>AR</sup>

# **CECIL KENNEDY (BRITISH, 1905-1997)**

Still life of flowers and a bee signed 'Cecil Kennedy' (lower right) oil on canvas 25.4 x 20.3cm (10 x 8in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600



92 <sup>AR</sup>

# **CECIL KENNEDY (BRITISH, 1905-1997)**

Bees and butterflies; a pair each signed 'Cecil Kennedy' (lower right) oil on board 16.7 x 21.6cm (6 1/2 x 8 1/2in)(2).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

 $_{\rm 93}\,^{\rm AR}$ 

## GERALD A. COOPER (BRITISH, 1899-1975)

Still life of glass bottles signed 'Gerald Cooper' (lower right) oil on board 45.7 x 68.6cm (18 x 27in).

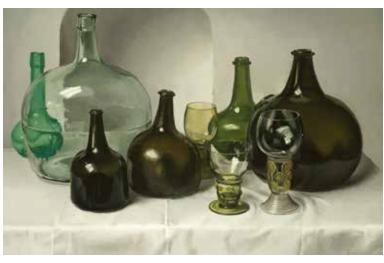
£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

#### Provenance

with E.Stacey-Marks, Eastbourne. Private collection UK.



92







94

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

Lansdcape with rainbow signed and dated 'P W Steer 1900' (lower left) oil on board 21 x 26cm (8 1/4 x 10 1/4in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

#### Provenance

with The Leicester Galleries, 1941, where purchased by Major Dent. Thence by family descent.

London, The Leicester Galleries, Artists of Fame and Promise, July-August 1941, no.53.

95

## JOSEPH EDWARD SOUTHALL (BRITISH, 1861-1944)

signed with monogram and dated in pencil '1926' (lower right) watercolour 23.5 x 30.5cm (9 1/4 x 12in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

### Provenance

with The Fine Art Society, London, June 1983, No.15893.

## WILLIAM TROST RICHARDS (AMERICAN, 1833-1905)

Yesnaby Castle sea stack, Orkney signed 'W T Richards' (lower left) oil on paper laid to card 21 x 39cm (8 1/4 x 15 3/8in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

#### Provenance

The artist's family (according to gallery label on backboard).

with William Vareika Fine Arts, The Newport Gallery of American Art, At Home and Abroad: Landscapes and Seascapes by William Trost Richards, 3 August - 15 October, 2000.

### FREDERIC WHITING (BRITISH, 1874-1962)

The deer park watercolour heightened with white 41.6 x 69.2cm (16 3/8 x 27 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

## Provenance

with Deighton's, London.

## **ALEXANDER HELWIG WYANT** (AMERICAN, 1836-1892)

The pond in the woods signed 'A.Wyant' (lower left) oil on canvas 30.5 x 41cm (12 x 16 1/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

## Provenance

with The Marbella Gallery, New York.











## HENRY RYLAND (BRITISH, 1856-1924)

'Pas Seul' and 'Swans', a pair each signed 'HENRY RYLAND' (the first lower right, the second lower watercolour 35.6 x 25.7cm (14 x 10 1/8in).(2)

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

There is a hand written note from the artist affixed to the rear the second work relating to the sale of the two works in 1905.

100

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

Madame Placid signed with initials (lower right) watercolour 36.8 x 26.7cm (14 1/2 x 10 1/2in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

#### Provenance

with The Leicester Galleries, London. Anon. sale, Sotheby's, Billingshurst, 20 October 1998, lot 133. Anon. sale, Christie's, South Kensington, 5 July 2006, lot 615.





101

# **ELEANOR FORTESCUE-BRICKDALE (BRITISH, 1871-1945)**

'A Rose and her Three Daughters' signed with initials 'EFB' (lower right), inscribed with title and the artist's address (on artist's label attached to the backboard) watercolour 36 x 26cm (14 3/16 x 10 1/4in).

£600 - 800 €670 - 900 US\$790 - 1,100

## Provenance

Lady Rose Leveson-Gower, Rosyth.

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

The cottage door signed 'G G Kilburne' (lower left) oil on panel 26.7 x 18.4cm (10 1/2 x 7 1/4in).

£800 - 1,200 €900 - 1,300 US\$1,100 - 1,600

### Provenance

with Ackermann & Johnson, London.



102





### FREDERIC, LORD LEIGHTON, PRA (BRITISH, 1830-1896)

Studies for 'But you will help', an illustration design for Romola black and white chalk on blue paper 20.3 x 27.9cm (8 x 11in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

Romola, a historical novel by George Eliot set in fifteenth century Florence, first appeared in fourteen parts published in Cornhill Magazine from July 1862 to August 1863. Having lived and studied in Florence, Leighton appeared the obvious choice to illustrate the work and the present lot is a study for the illustration 'But you will help', number 18 in the series. The complete work can be seen in: Russell Barrington, The life, letters and work of Frederick Leighton, London, 1906, plate 62.18.

### Provenance

with Julian Hartnoll Fine Art, London.

London, Julian Hartnoll, Spring Exhibition, 1979, no. 37.

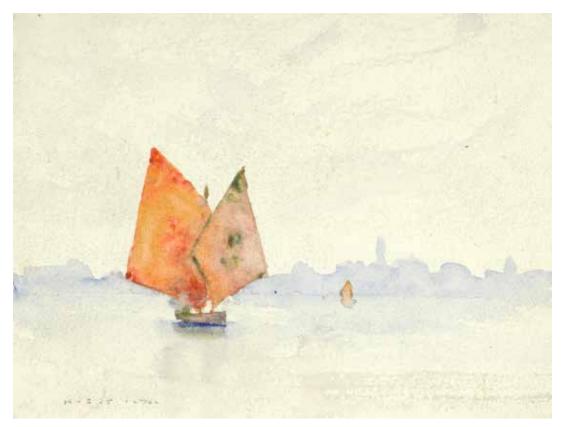
## SIR FRANK (FRANCIS BERNARD) DICKSEE, PRA RI (BRITISH, 1853-1928)

Study of a draped figure signed and dated 'Frank Dicksee/June 12.1873' (upper right) black and white chalk 48.2 x 30.5cm (19 x 12in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

Anon.sale, Sotheby's, London, 12 June 2003, lot 204.



105 HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

A collection of watercolours and two albums containing works by Henry Scott Tuke and other members of the Tuke family various sizes all unframed

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400







107

# **JOHN ANSTER FITZGERALD (BRITISH, 1832-1906)**

The Pipe Dream oil on canvas 25.1 x 30.5cm (9 7/8 x 12in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

# 107

# HILDA HECHLE (BRITISH, 1886-1939)

'A moonlight phantasy' signed 'Hilda Hechle' (lower left), signed, titled and inscribed with artist's address (on the reverse) watercolour 38.1 x 29.8cm (15 x 11 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

## Provenance

with Gallery of Graphic Arts, New York.



108

# **JOHN ANSTER FITZGERALD (BRITISH, 1832-1906)**

Faust and Marguarite signed 'Fitzgerald' (lower right); signed, inscribed and dated 'J.A. Fitzgerald/ Quiet Pool/ Langham Chambers/ Sketching Club/ 1861' (on the reverse) oil on board

16.2 x 30.8cm (6 3/8 x 12 1/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### Provenance

Anon. sale, Bonhams, Knightsbridge, 15 September 2009, lot 16.

109

## WALTER CRANE (BRITISH, 1845-1915)

'Dryads and Naiads' signed with monogram (lower left) watercolour heightened with white over pencil 30.5 x 24.2cm (12 x 9 1/2in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000





# **BRITON RIVIERE, RA (BRITISH, 1840-1920)**

signed with monogram and dated 'BR 1884' (lower right) oil on canvas 111.5 x 86.5cm (43 7/8 x 34 1/16in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

## Exhibited

London, Royal Academy, 1884, no. 315.



€4,500 - 6,700 US\$5,300 - 7,900

**EDWARD ROBERT HUGHES (BRITISH, 1851-1914)** 

SIR FREDERIC WILLIAM BURTON, RHA FSA (IRISH, 1816-1900) Faust and Marguerite watercolour heightened with white 44.7 x 40cm (17 5/8 x 15 3/4in).

Royal procession signed 'E R Hughes' (lower left)

61 x 45.7cm (24 x 18in).

oil on canvas

£4,000 - 6,000

112

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000 111



## **JOHN BERNARD MUNNS (BRITISH, 1869-1942)**

'The bird of time has but a little way to fly - and lo! The bird is on the signed and dated 'BERNARD/MUNNS.1924' (lower left); inscribed with title (on the reverse) oil on canvas 69.2 x 56.5cm (27 1/4 x 22 1/4in).

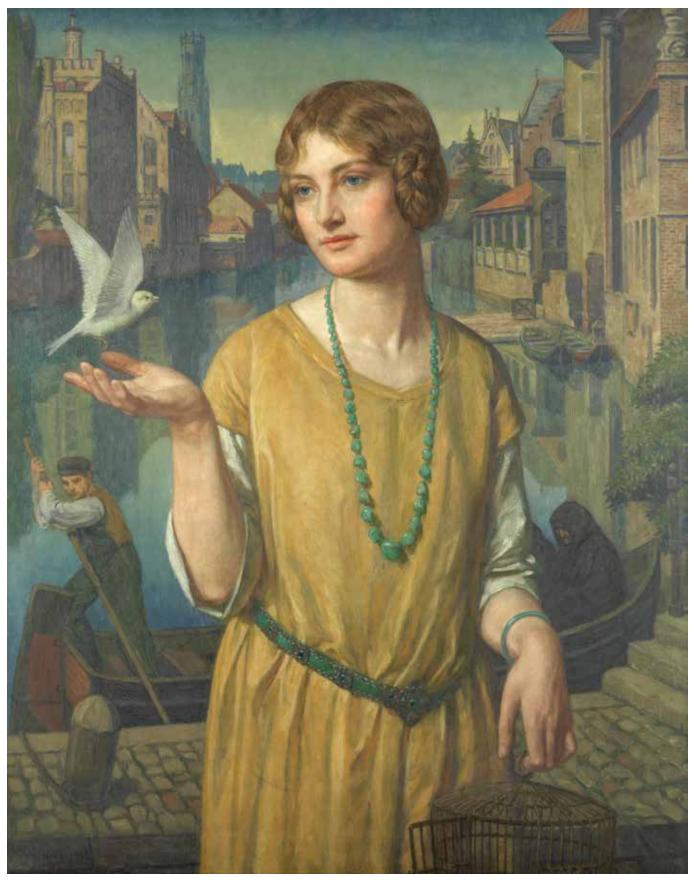
£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

The inspiration for this work appears to be a quatrain from the Rubaiyat of Omar Khayyam which reads:

Come, fill the Cup, and in the Fire of Spring The winter garment of repentance fling: The bird of time has but a little way To fly - and Lo! the bird is on the wing.

#### Provenance

Private collection, UK.





# HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

Sea-pinks signed 'H.S TUKE' (lower left) oil on canvasboard 14.5 x 24cm (5 11/16 x 9 7/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

### Provenance

Private collection, UK

#### **Exhibited**

Falmouth, Falmouth Art Gallery

This exquisitely subtle, softly focused painting of a boy posing by the sea in Falmouth shows the genius of Henry Scott Tuke's ability to capture sunlight on skin. The model is George Fouracre (1883-1947), known as Georgy, the eldest of two sons to Tuke's housekeeper at Pennanace Cottage, Elizabeth Fouracre (1857 - 1916). Tuke lived at Pennnance from 1885 until 1929. He witnessed Georgy growing up and Tuke employed him, his brother and mother as models in his Royal Academy picture of 1890 The Message (Falmouth Art gallery). By 1897, when this work was painted, Georgy would have been 14 years old. This painting is described in Tuke's Register of paintings as "Sea-Pinks, Georgy Fourace stripped among sea pinks and grey stones."

The support is a very textured board which Tuke described it as 'sketchboard' which was an early form of canvas covered board. Georgy Fouracre went on to appear in many other paintings by Tuke over a fourteen year period, notably Mid-day Rest (1897), Summer Evening (1901), Ruby, Gold and Malachite (1901, Guildhall Art Gallery, London), Noonday Heat (1902-3, RCPS Tuke Collection, Falmouth), and To the Morning Sun (1904, Hugh Lane Art Gallery, Dublin).

Tuke returned to the subject of young men posing nude amongst the rocks and flora by the sea many times, such as in his painting Rustic Hermes (1908).

We are grateful to Catherine Wallace for her assistance in cataloguing this lot.



# 115 AR

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

Figures in a park Signed with initials 'D.S.' (lower left) oil on panel 30.5 x 40.5cm (12 x 15 15/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

### Provenance

Gift from the artist to the father of the present owner, and thence by descent.

116

# **GEORGE HALL NEALE (BRITISH, 1863-1940)**

Reading on the beach signed and dated 'G HALL NEALE 93' (lower right) oil on canvas 50.8 x 32.1cm (20 x 12 5/8in).

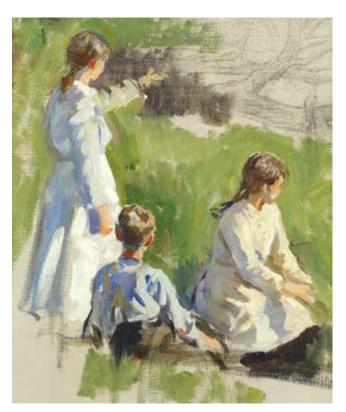
£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

## Provenance

Anon. sale, Christie's, London, 10 November 1988, lot 53.







# 117 AR

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

Study for 'The great fire of London' oil on canvas 83.8 x 61cm (33 x 24in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### Provenance

Anon. sale, Christie's, London, 4 March 1983, lot 13, (as 'The leavetaking'). Anon. sale, Sotheby's, London, 14 October 1987, lot 73, (as 'The leavetaking'). Private collection UK.

# 118 <sup>AR</sup>

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

Summer afternoon - a study of three children oil on canvas 34.3 x 29.2cm (13 1/2 x 11 1/2in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

## Provenance

Anon. sale, Christie's, London, 8 June 1989, lot 10. Private collection UK.





120

# **HARRINGTON MANN (BRITISH, 1864-1937)**

A woman washing clothes in a pool, probably Staithes, Yorkshire. signed 'HARRINGTON MANN' (lower left) oil on canvas 35.5 x 45.7cm (14 x 18in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

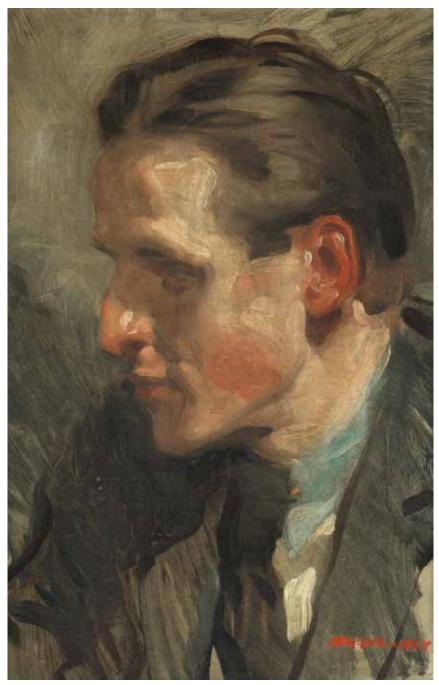
## Provenance

Probably anon. sale, Christie's, Glasgow, 10 December 1987, lot 59. Private collection UK.

# **JAMES SANT (BRITISH, 1820-1916)**

Portrait of two young boys in the woods signed with monogram (lower left) oil on canvas 105.4 x 147.3cm (41 1/2 x 58in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900



121 AR

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

Portrait of Leo Dowd signed and dated 'Jagger-1917' (lower right) oil on canvas laid to board 43.8 x 28.6cm (17 1/4 x 11 1/4in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

# Provenance

Collection of Sheila Dowd, the daughter of the sitter and thence by descent.

122 AR

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

Portrait study of Her Majesty Queen Mary signed 'JAGGER' (lower right) oil on board 31.5 x 24cm (12 3/8 x 9 7/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

123 AR

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

Portrait of Robert Fowler R.W.S., R.I., A.R.C.A signed 'Jagger' (lower right) oil on canvas 55.6 x 45.7 cm. (21 7/8 x 18 in.) Painted circa 1919

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

Private Collection, U.K.

#### Exhibited

London, Royal Society of Portrait Painters, 1920, cat.no.107.

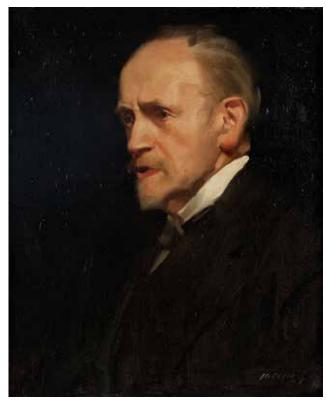
Robert Fowler (1853-1926) was a Scottish born, Liverpool trained painter who was famed for his mythological scenes. Much of his work was influenced by the Pre-Raphaelites, notably Frederic Leighton, George Frederic Watts and Albert Moore.

This painting was one of a number portraits of industrialists, clinicians, artists and civic dignitaries produced post-Great War. David Jagger met the painter Robert Fowler through his elder brother, the sculptor, Charles Sargeant Jagger who had a studio in the same building as Fowler on Tite Street in Chelsea. David Jagger was impressed by Fowler's ability to act as a conduit to a wide variety of aspiring poets, prose-writers, musicians and painters. Both artists were members of the Chelsea Arts Club and remained friends until Fowler's death in

We are grateful to Timothy Dickson for preparing this catalogue entry. This work will be included in a forthcoming catalogue raisonné of David Jagger currently being prepared by Timothy Dickson and due for publication in the autumn 2017.



122





124 AR

# SIR ALFRED JAMES MUNNINGS, PRA, RWS (BRITISH, 1878-1959)

Study of a standing female nude signed and dated 'A. J. Munnings/1901' (lower left) oil on canvas 81 x 45cm (31 7/8 x 17 11/16in).

£6,000 - 8,000 €6,700 - 9,000 US\$7,900 - 11,000





125



## **GEORGES CROEGAERT (BELGIAN, 1848-**1923)

Presentation signed 'GEORGES CROEGAERT PARIS' (lower right) oil on panel 41 x 34cm (16 1/8 x 13 3/8in).

£5,000 - 7,000 €5,600 - 7,800 US\$6,600 - 9,200

## 126

## **GEORGES CROEGAERT (BELGIAN, 1848-**1923)

Meditation signed 'GEORGES CROEGAERT PARIS' (lower left) oil on panel 41 x 34cm (16 1/8 x 13 3/8in).

£5,000 - 7,000 €5,600 - 7,800 US\$6,600 - 9,200



127

#### **ERNST MEISEL (GERMAN, 1838-1895)**

The gift signed 'Meisel' (lower right) oil on canvas 63.5 x 75.6cm (25 x 29 3/4in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

#### Provenance

Anon. sale, Christie's, South Kensington, 14 October 1999, lot 241. Anon. sale, Christie's, South Kensington, 28 June 2001, lot 73. Anon. sale, Glerum Auctioneers, Amsterdam, 19 April 2004, lot 304. Private Collection UK.

128

#### ATTRIBUTED TO MICHELANGELO MAESTRI (CIRCA 1779-1812 ROME)

Medea in her Chariot, Eternity; a pair gouache 45.7 x 61cm (18 x 24in).(2)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000



128







130

#### 129

# JOHAN 'MARI' HENRI TEN KATE (DUTCH, 1831-1910)

Children playing on a frozen canal signed 'M. ten Kate' (lower right) oil on canvas 63.2 x 98.7cm (24 7/8 x 38 7/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### Provenance

Anon. sale, Sotheby's, Chester, 12 July 1985, lot 3270. Purchased by the father of the present owner from the above sale; thence by descent.

#### 130

# **JOHANNES HERMANUS KOEKKOEK (DUTCH, 1778-1851)**

Ships off a coast signed and dated 'H. Koekkoek/1840' (lower left) oil on panel 33 x 43cm (13 x 16 15/16in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

# **JOHANNES HILVERDINK (DUTCH, 1813-**

A Mediterranean coastal landscape signed and dated 'Joh. Hilverdink 1876' (lower oil on canvas 77.5 x 113cm (30 1/2 x 44 1/2in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

132

#### PIETER CORNELIS DOMMERSEN (DUTCH, 1834-1908)

A continental harbour scene signed and dated 'P.C.Dommersen/73' (lower right) oil on canvas 41 x 61cm (16 1/8 x 24in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

#### Provenance

with Cooling Galleries, London. Private collection UK.

#### JULES JACQUES VEYRASSAT (FRENCH, 1828-1893)

The harvest signed 'J. Veyrassat' (lower left) oil on board 23.5 x 33cm (9 1/4 x 13in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with P.Polak, London.



131



132







### KARL SCHWENINGER II (AUSTRIAN, 1854-1903)

Halcyon days signed and inscribed 'Schweninger X. Wien.' (lower right) oil on panel 53.3 x 81.3cm (21 x 32in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### Provenance

Anon. sale, Sotheby's, New York, 28 January 2006, lot 221.

### HENRIK BENEDIKT OLRIK (DANISH, 1830-1890)

Princess Alexandra of Denmark signed and inscribed 'H.OLRIK PINX/LONDON' (lower left) oil on canvas 141 x 99cm (55 1/2 x 39in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### Provenance

Private collection, UK.



# 136

# **GUSTAVE EMILE COUDER (FRENCH, 1845-1903)**

Still life of flowers signed and dated 'E Gve Couder 1874' (lower right) oil on canvas 151.5 x 114cm (59 5/8 x 44 7/8in).

£6,000 - 9,000 €6,700 - 10,000 US\$7,900 - 12,000





138



#### EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881)

A barn interior with ewes, lambs and hens signed 'Eugène Verboeckhoven/1863' (lower right); signed inscribed and dated '1863' (on the reverse) oil on panel 25.4 x 34.9cm (10 x 13 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

138

#### JACOB TEN HAGEN (DUTCH, 1820-1880)

Skaters on a frozen river signed and dated 'J ten Hagen/1867' (lower oil on panel 21 x 30.5cm (8 1/4 x 12in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with MacConnal-Mason & Son.

139

#### ADRIANUS JACOBUS VROLIJK (DUTCH, 1834-1862)

Dutch canal scene signed 'A. VROLIJK' (lower right) oil on panel 41 x 57.5cm (16 1/8 x 22 5/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with Cooling Galleries, London. Private collection UK.

# ELIAS PIETER VAN BOMMEL (DUTCH, 1819-1890)

Street scene, Dordrecht signed and dated 'E P van Bommel 1883' (lower left); signed and indistinctly inscribed on old artist's label (on stretcher verso) oil on canvas 73.7 x 65.4cm (29 x 25 3/4in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### PAVLOS PROSSALENDIS (GREEK, 1857-1894)

Rowing ashore signed 'P.Prossalendis' (lower right) oil on canvas 65 x 41cm (25 9/16 x 16 1/8in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900



140







144



143

#### 142

# HIPPOLYTE FRANCOIS LÉON DULUARD (FRENCH, 1871-1924)

Portrait of a cavalier signed 'Léon Duluard' (lower left) oil on panel 81.9 x 65.4cm (32 1/4 x 25 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with Henry Graves & Co. Ltd., London.

## **ALEX DE ANDREIS (BELGIAN, 1880-1929)**

Cavalier holding a musket signed 'ADE.Andreis' oil on canvas 64.8 x 50.2cm (25 1/2 x 19 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

144

#### **DANIEL CASEY (FRENCH, CIRCA 1817-1885)**

The temptation of Faust signed 'D.Casey' (lower right) oil on canvas 101.6 x 142.8cm (40 x 56 1/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000





146

145

# **FERDINAND DE BRAEKELEER (BELGIAN, 1792-1883)**

Girl in a satin dress signed 'F De Braekeleer' (lower left) oil on board 52 x 64.5cm (20 1/2 x 25 3/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000 146

#### LADISLAUS BAKALOWICZ (POLISH, 1833-1904)

The game of dice signed and inscribed 'LBakalowicz/paris' (lower right) oil on canvas 73.7 x 54.6cm (29 x 21 1/2in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### Provenance

with Frost and Reed, London.



147

#### JAN VAN CHELMINSKI (POLISH, 1851-1925)

'Battle of Montmirail 1814' signed 'Jan V. Chelminski' (lower right) and signed and titled (on the stretcher verso) oil on canvas 58.4 x 103.5cm (23 x 40 3/4in).

£6,000 - 8,000 €6,700 - 9,000 US\$7,900 - 11,000

The Battle of Montmirail on 11th February 1814 would see Napoleon defeat the allied forces of Prussia and Russia, and marked the second of four victories for the Emperor during the Six Days' Campaign. Although a victory for the outnumbered French forces, this campaign would indicate the end of the War of the Sixth Coalition and the downfall of Napoleon. As coalition forces began to push through France, placing huge pressure on its army, and eventually taking Paris at which point forcing the Emperor's abdication.







149

148

# JAN VAN CHELMINSKI (POLISH, 1851-1925)

'During the battle' signed 'Jan V. Chelminski' (lower left) and titled on artist's label (on the reverse) oil on canvas 50.8 x 76.2cm (20 x 30in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

#### JAN VAN CHELMINSKI (POLISH, 1851-1925)

A column of cavalry officers signed 'Jan V. Chelminski' (lower left) oil on canvas 38.1 x 48.9cm (15 x 19 1/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600





151



150

#### **UMBERTO ONGANIA (ITALIAN, BORN** 1875)

A Regatta on the Grand Canal, Venice signed 'U Ongania' (lower right) oil on canvas 28 x 36cm (11 x 14 3/16in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

### **LUIGI DEL GIUDICE (ITALIAN)**

La Tarantella watercolour 44.5 x 59cm (17 1/2 x 23 1/4in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

152

### **LUIGI DEL GIUDICE (ITALIAN)**

The procession watercolour 44.5 x 59cm (17 1/2 x 23 1/4in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000





154

153

#### **EUGENIO LUCAS VILLAMIL (MADRID 1858-1918)**

Harem scene signed 'Lucas Villamil' (lower right) oil on canvas, unframed 55.3 x 118.1cm (21 3/4 x 46 1/2in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600 154

#### **LUDOVICO MARCHETTI (ITALIAN, 1853-1909)**

The hawking party signed and dated 'L Marchetti/1879' (lower right) oil on panel 26 x 41cm (10 1/4 x 16 1/8in).

£1,500 - 2,500 €1,700 - 2,800 US\$2,000 - 3,300

#### Provenance

with MacConnal-Mason, London.







156

155

# FELIX JOSEPH BARRIAS (FRENCH, 1822-1907)

Melancolie signed and dated 'F.Barrias.89.' (upper left) oil on canvas 46.4 x 32.4cm (18 1/4 x 12 3/4in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400

156

#### **GEORGE HENDRIK BREITNER (DUTCH, 1857-1923)**

Study of a woman signed 'G H Breitner' (lower left) oil on board 39 x 20cm (15 3/8 x 7 7/8in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

### **GIUSEPPE SIGNORINI (ITALIAN, 1857-1932)**

An unexpected meeting signed and inscribed 'Giuseppe Signorini/Paris' (lower right) watercolour heightened with gum arabic 30.5 x 41.2cm (12 x 16 1/4in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400



#### **GIOVANNI LAVEZZARI (ITALIAN, 1817-**1881)

View of a Venetian backwater signed 'GLavezzari' (lower right) oil on board 13 x 24.2cm (5 1/8 x 9 1/2in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

159

#### ALESSANDRO LA VOLPE (ITALIAN, 1820-1887)

Ruins at Pompei signed 'La Volpe' (lower left) watercolour and bodycolour 21 x 32cm (8 1/4 x 12 5/8in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

160

#### SANTIAGO ARCOS Y MEGALDE (CHILEAN, 1865-1912)

The travelling artist signed and dated 'S.Arcos/86' (lower right) watercolour heightened with white 35.5 x 50.8cm (14 x 20in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600











162

161

### **ALESSANDRO LA VOLPE (ITALIAN, 1820-1887)**

Neapolitan fishermen on the shore signed 'A.La Volpe' (lower left) oil on canvas 44.5 x 73cm (17 1/2 x 28 3/4in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

#### FÉLIX FRANÇOIS GEORGES PHILIBERT ZIEM (FRENCH, 1821-1911)

The lagoon Venice signed 'Ziem' (lower left) watercolour 8.5 x 20cm (3 3/8 x 7 7/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000



# LUIGI DA RIOS (ITALIAN, 1844-1892)

Portrait of a Venetian beauty signed, inscribed and dated 'L Da Rios/Venezia/1881' (lower left) oil on canvas 53.4 x 42.5cm (21 x 16 3/4in).

£5,000 - 7,000 €5,600 - 7,800 US\$6,600 - 9,200





#### 164

#### **FEDERICO DEL CAMPO (ITALIAN, 1878-1912)**

The Grand Canal, Venice signed 'F del Campo.' (lower left) watercolour heightened with white 25.4 x 34.3cm (10 x 13 1/2in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

#### Provenance

with Haynes Fine Art, Broadway, no. 4244.

# FEDERICO DEL CAMPO (ITALIAN, 1878-1912)

signed and inscribed 'F.del Campo./Venezia' (lower right) watercolour 35.5 x 25.4cm (14 x 10in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600



#### **MARCO GRUBACS (1839-1910)**

A view across the lagoon, Venice signed 'M Grubacs' (lower left) oil on board 14 x 26.7cm (5 1/2 x 10 1/2in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### **MARCO GRUBACS (1839-1910)**

The Doge's Palace, Venice signed 'M Grubacs' (lower left) oil on board 14 x 26.7cm (5 1/2 x 10 1/2in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### WILHELM VON GEGERFELT (SWEDISH, 1844-1920)

Dutch river landscape signed and dated 'WdeGegerfelt 77' (lower left) oil on panel 46 x 66cm (18 1/8 x 26in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600



167







170

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#### NOÉ BORDIGNON (ITALIAN, 1841-1920)

Sharing lamplight signed 'N.Bordignon' (lower left) oil on canvas 85 x 105cm (33 7/16 x 41 5/16in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### JOSEPH BAIL (FRENCH, 1862-1921)

A fresh cup of coffee signed 'Bail Joseph' (lower right) oil on canvas 38.5 x 46.5cm (15 3/16 x 18 5/16in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### MANUEL ROBBE (FRENCH, 1872-1936)

La toilette signed and dated 'Manuel Robbe/1913' (lower left) 79.3 x 51.4cm (31 1/4 x 20 1/4in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### **ALFRED STEVENS (BELGIAN, 1823-1906)**

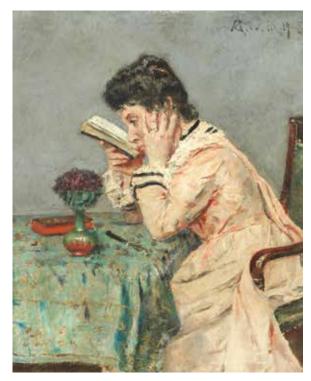
La Myope signed and dated 'AStevens.1903' (upper right) oil on canvas 41 x 33cm (16 1/8 x 13in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600

This work will be included in the Catalogue Raisonné now in preparation by the comite Alfred Stevens who have kindly confirmed the authenticity of the work.



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#### EMMA CIARDI (ITALIAN, 1879-1933)

Canalazzo signed 'Emma Ciardi' (lower left) oil on board 27 x 35.5cm (10 5/8 x 14in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### Provenance

with The Fine Art Society, London, March 1961. Private collection UK.

#### Exhibited

Probably New York, Brooklyn Museum, 36 Modern Italian Paintings, 1 January - 28 February 1922.

174

### EMMA CIARDI (ITALIAN, 1879-1933)

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

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600





176

175 AR

# BERTHA DORPH (DANISH, 1875-1960)

The letter oil on canvas 120 x 95.5cm (47 1/4 x 37 5/8in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

#### Provenance

with Georg Kleis Kunsthandel, Copenhagen. Anon. sale, Christie's, London, 29 March 1990, lot 161. Private collection UK.

176

#### **ROMÁN RIBERA CIRERA (SPANISH, 1849-1935)**

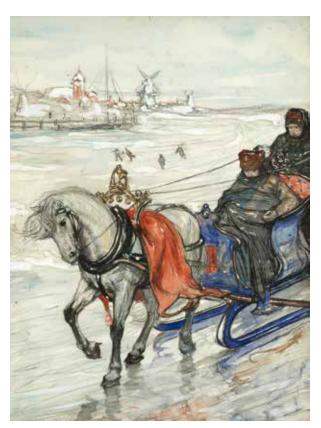
Before the ball signed 'Roman Ribera' (lower left) oil on canvas 50 x 40cm (19 11/16 x 15 3/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

#### Provenance

Private collection, Italy





#### JOHANNES CHRISTIAAN KAREL KLINKENBERG (DUTCH, 1852-1924)

A Dutch canal scene signed 'Klinkenberg' (lower right) watercolour heightened with white 35.6 x 51.4cm (14 x 20 1/4in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

#### NICO JUNGMANN (DUTCH, 1872-1935)

'The arresleede' watercolour heightened with white 32.4 x 23.8cm (12 3/4 x 9 3/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

The current lot is an original watercolour for an illustration used in a book on Holland published in 1904 which featured illustrations by Nico Jungmann and text by his wife Beatrix Jungmann.

#### Exhibited

London, The Leicester Galleries, An exhibition of pictures of Holland by Nico Jungmann, June 1904, catalogue 22, No.57.

#### Literature

Nico Jungman and Beatrix Jungman, Holland, London, 1904, p.40-41.

# **JAN TOOROP (DUTCH, 1858-1928)**

Portrait of a girl signed and dated 'J th. Toorop/1920' (lower left) charcoal, pastel and crayon 43.5 x 33cm (17 1/8 x 13in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

# EMILE FRIANT (FRENCH, 1863-1932)

Portrait of a girl signed 'Emile Friant' (lower right) 40 x 27cm (15 3/4 x 10 5/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600



179





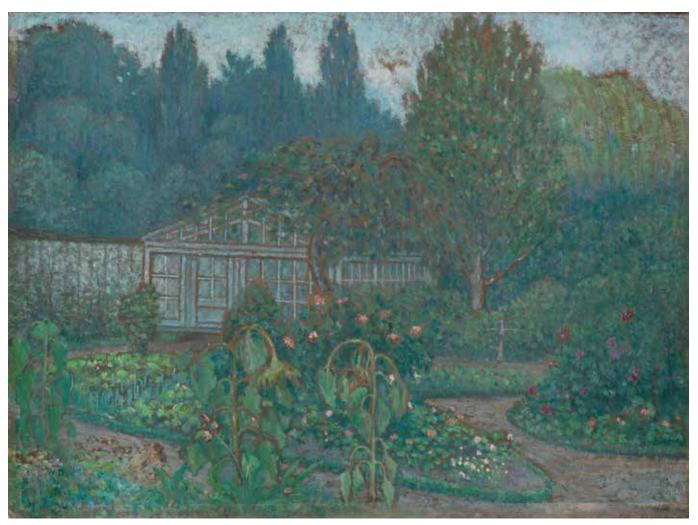
# **HIPPOLYTE CAMILLE DELPY (FRENCH, 1842-1910)**

A tree-lined river landscape, a village beyond signed and dated 'H.C.Delpy. 96' (lower right) oil on panel 52 x 81cm (20 1/2 x 31 7/8in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

## Provenance

with Richard Green Fine Paintings, London Private collection, Spain



### 182 \* **WILLIAM DEGOUVE DE NUNCQUES (BELGIAN, 1867-1935)**

The greenhouse signed and dated 'W D/de/N 08' (lower left) oil on board 56 x 72.5cm (22 1/16 x 28 9/16in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

# Provenance

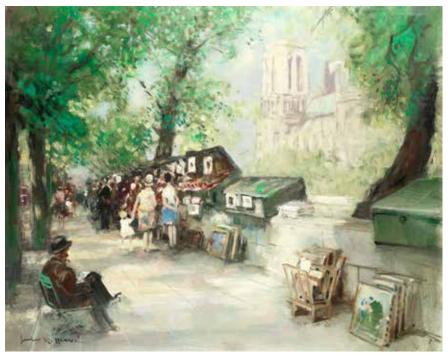
Ex collection Helena Anna Baroness Van Heerdt, The Netherlands. Thence by descent to the present owner. Private collection, South Africa.

We are grateful to Ronald Feltkamp for confirming the attribution to William Degouve de Nuncques on the basis of photographs. The work will be included in the online catalogue raisonné, no.4.1908.018.

William Degouve de Nuncques was a self-taught artist. Born in the Ardennes, he was one of the first generation of Belgian Symbolists, exhibiting with La Libre Esthétique (The Free Aesthetics) society in Brussels in the late 19th century. Among his early works, La maison aveugle (1892, Kröller-Müller Museum, Otterlo) was considered a major influence on the Surrealists, especially René Magritte (Belgian 1898-1967).

Nuncques travelled extensively and produced a wide and varied body of work, from atmospheric nocturnes, to snow-covered forests and Gothic landscapes. His work is represented in public collections in Brussels, Antwerp and Otterlo.





184

#### 183

### **EUGÈNE CHIGOT (FRENCH, 1860-1927)**

La grid aux peuplieres signed 'Eugene Chigot' (lower right) oil on canvas 64.8 x 92cm (25 1/2 x 36 1/4in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

#### Provenance

with Kaplan Gallery, London.

# 184 <sup>AR</sup>

### JULES RENÉ HERVÉ (FRENCH, 1887-1981)

Notre-Dame Cathedral from Quai de Montebello signed 'Jules R. Hervé' (lower left) and signed 'Jules R. Hervé' (on the reverse) oil on canvas 66 x 81cm (26 x 31 7/8in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000 185 AR

# JULES RENÉ HERVÉ (FRENCH, 1887-

Les bouquinistes signed 'Jules R.Hervé' (lower left) oil on card 21.9 x 27.3cm (8 5/8 x 10 3/4in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

186 AR

### FELICIEN BOBELDIJK (1876-1964)

A view of Amsterdam over a canal signed 'F.Bobeldijk' (lower right) watercolour 41.9 x 57.2cm (16 1/2 x 22 1/2in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

187 AR

#### **RENÉ CHARLES EDMOND HIS** (FRENCH, 1877-1960)

Pollards by the stream signed 'E. René-His' (lower right) oil on canvas 61 x 82cm (24 x 32 5/16in).

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 2,000

#### Provenance

with E. Stacey-Marks Ltd., Eastbourne, November 1960, No. 28661/H.298. with Frost and Reed, London, No. 28661.



185









189

# 188 \* AR

### MARC ALDINE (FRENCH, 1870-1956)

La Riva Degli Schiavoni - Venice signed 'Marc Aldine' (lower right) oil on canvas 38.1 x 55.9cm (15 x 22in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

### ANTOINE BOUVARD (FRENCH, 1870-1956)

Looking towards the Grand Canal, Venice signed 'Bouvard' (lower right) oil on canvas 65.5 x 92.5cm (25 13/16 x 36 7/16in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

#### Provenance

with Haynes Fine Art, Broadway, no. 10443.



190

# 190 <sup>AR</sup>

### **ANTOINE BOUVARD (FRENCH, 1870-1956)**

Venetian gondolier and canal bridge signed 'Bouvard' (lower left) oil on canvas 50.5 x 66cm (19 7/8 x 26in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

### Provenance

with MacConnal-Mason & Son Ltd., London, no.8938.

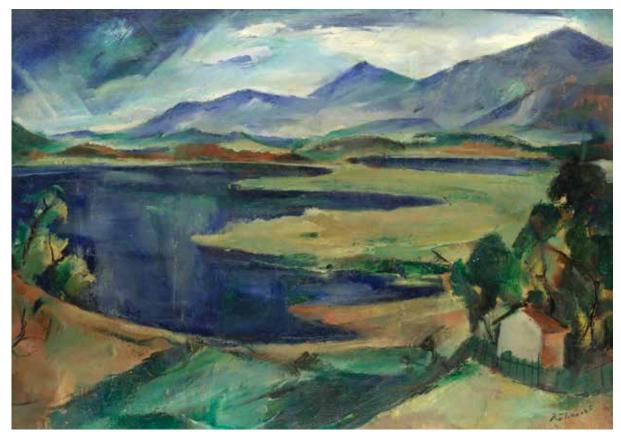
# **ANTOINE BOUVARD (FRENCH, 1870-1956)**

Venetian bridge with gondola signed 'Bouvard' (lower left) oil on canvas 65 x 50.5cm (25 9/16 x 19 7/8in).

£2,500 - 3,500 €2,800 - 3,900 US\$3,300 - 4,600



191





# **WOLF RÖHRICHT (GERMAN, 1886-1953)**

Chiemsee, Bavaria, Germany signed 'Röhricht' (lower right) oil on canvas 75 x 105cm (29 1/2 x 41 5/16in).

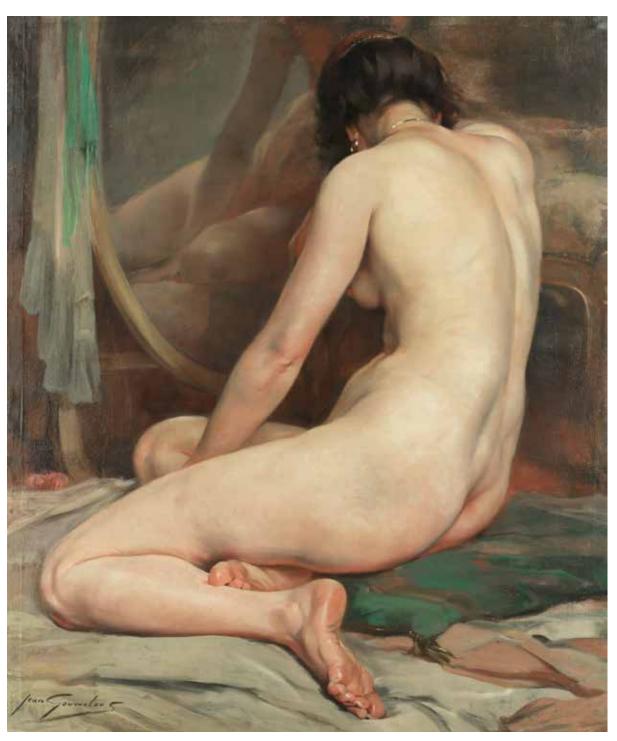
£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

193 <sup>AR</sup>

### **WOLF RÖHRICHT (GERMAN, 1886-1953)**

Walchensee, Bavaria, Germany signed 'Röhricht' (lower right) oil on canvas 80 x 61cm (31 1/2 x 24in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600



# 194

# **JEAN LEON HENRI GOUWELOOS (BELGIAN, 1865-1943)**

A seated nude before a mirror signed 'Jean Gouweloos' (lower left) oil on canvas 107.5 x 91cm (42 5/16 x 35 13/16in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900





# 195 <sup>AR</sup>

#### **MARCEL DYF (FRENCH, 1899-1985)**

'Marché aux fleurs, Provence' signed 'DYF' (lower right) oil on canvas 46 x 55cm (18 1/8 x 21 5/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 1260.

#### Provenance

Private collection UK.

196 AR

### MARCEL DYF (FRENCH, 1899-1985)

'Dahlias' signed 'DYF' (lower right) oil on canvas 72.5 x 60cm (28 9/16 x 23 5/8in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

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.5144.

#### Provenance

Private collection UK.



### 197 **AYDEMIR SAIDOV (BORN 1979)**

Nue allongée signed 'Saidov' (lower right) oil on canvas 46 x 66cm (18 1/8 x 26in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

198

### **MARINA MARINA (RUSSIAN, BORN 1970)**

Déshabillée signed 'Marina' (lower right); inscribed and dated '2017' (on the reverse) oil on canvas 65 x 65cm (25 9/16 x 25 9/16in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900







200

# 199 \* AR

#### **NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

Venetian gondoliers with the Campanile di San Marco in the distance signed 'Bouvard' (lower right) oil on canvas 48.9 x 63.5cm (19 1/4 x 25in).

£5,000 - 7,000 €5,600 - 7,800 US\$6,600 - 9,200

### $200 \, \text{AR}$

#### **NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

Venetian canal with St Mark's Campanile beyond signed 'Bouvard' (lower right) oil on canvas 50.2 x 65.4cm (19 3/4 x 25 3/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600





202

### **NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

A Venetian canal scene signed 'Bouvard' (lower right) oil on canvas 50.2 x 65.4cm (19 3/4 x 25 3/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

### Provenance

with Portland Gallery, London.

### **NOEL GEORGES BOUVARD (FRENCH, 1912-1975)**

A view of the Doge's palace across the lagoon signed 'Bouvard' (lower left) oil on canvas 27 x 35.8cm (10 5/8 x 14 1/8in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400





204

## 203 \* AR

### **MARCEL MOULY (1918-2008)**

'Palmiers a Sri Lanka' signed and dated 'M.Mouly04' (lower right); signed, dated and inscribed (on the reverse) oil on canvas 54 x 74.3cm (21 1/4 x 29 1/4in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

### Literature

Richard Hart, Marcel Mouly: Light and Colour, 2013, (illustrated p. 158).

204 \* AR

### **MARCEL MOULY (1918-2008)**

'Pecheurs' signed and dated 'M.Mouly03' (lower right); signed, dated and inscribed (on the reverse) oil on canvas 50.5 x 64.7cm (19 7/8 x 25 1/2in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

### Literature

Richard Hart, Marcel Mouly: Light and Colour, 2013, (illustrated p.159).





206

205 \* AR

## **MARCEL MOULY (1918-2008)**

Femme bleues a Tarfraout signed, dated and inscribed 'M Mouly/CASABLANCA 1956' (lower gouache on paper 56.5 x 75.5cm (22 1/4 x 29 3/4in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

### Literature

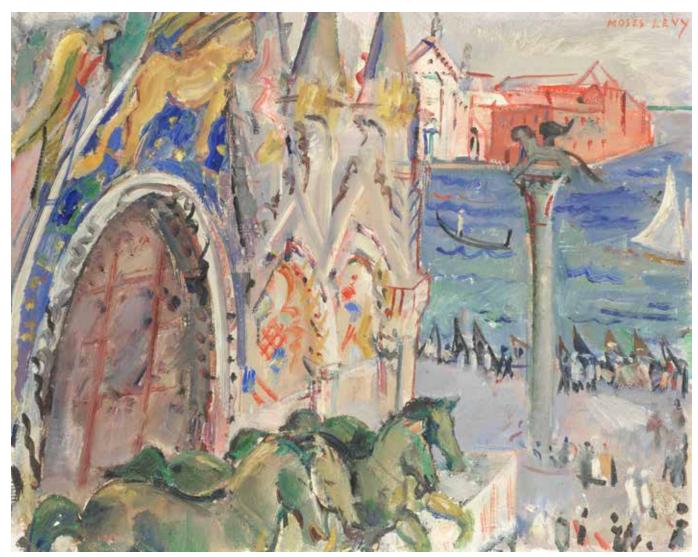
Richard Hart, Marcel Mouly: Light and Colour, 2013, (illustrated p.33).

 $206\,{}^{\rm AR}$ 

### **ANTOINE BLANCHARD (FRENCH, 1910-1988)**

Parisian street scene signed 'Antoine Blanchard' (lower left); signed and inscribed 'A.Blandchard/Paris' (on the reverse) oil on canvas 45.7 x 55.3cm (18 x 21 3/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600



207 <sup>AR</sup>

### MOSES LEVY (ITALIAN, 1885-1968)

St Marks, Venice signed twice 'MOSES LEVY' (upper right) oil on card laid to board 33 x 41cm (13 x 16 1/8in).

£5,000 - 7,000 €5,600 - 7,800 US\$6,600 - 9,200



## 208 AR

### **CLAUDE VENARD (FRENCH, 1913-1999)**

A coastal landscape signed 'C.VENARD' (lower right) oil on canvas 97.2 x 130.2cm (38 1/4 x 51 1/4in).

£6,000 - 8,000 €6,700 - 9,000 US\$7,900 - 11,000

The authenticity of this work has kindly been confirmed by Monsieur Alain Vercel and is accompanied by a certificate of authenticity from Galerie Vercel.

### Provenance

Private collection UK.

### **ANTON FAISTAUER (AUSTRIAN, 1887-1930)**

'Blumenstrauss in weisser Vase' signed and dated 'A.Faistauer/22.7/20' (centre right) oil on canvas laid to board 41 x 64.2cm (16 1/8 x 25 1/4in). painted in 1920

£30,000 - 50,000 €34,000 - 56,000 US\$40,000 - 66,000

### Provenance

Private collection UK.

### Literature

Franz Fuhrmann, Anton Faistauer 1887-1930, Salzburg 1972, no. 205.



### **ANTON FAISTAUER (AUSTRIAN, 1887-1930)**

'Salzburg vom Mönchsberg gegen Heuberg, im Spätwinter' signed and dated 'a.faistauer/1920' (lower right) oil on board 45.7 x 64.2cm (18 x 25 1/4in). painted in 1920

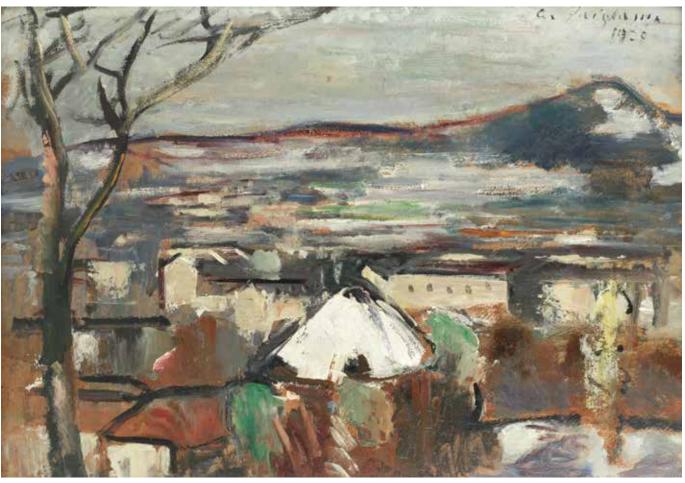
£15,000 - 20,000 €17,000 - 22,000 US\$20,000 - 26,000

### Provenance

Private collection UK.

### Literature

Franz Fuhrmann, Anton Faistauer 1887-1930, Salzburg 1972, no. 397, (listed as oil on canvas).







211 AR

### **JEAN-GABRIEL DOMERGUE (1889-1962)**

Jeune femme au chapeau signed 'Jean/Gabriel/Domergue' (lower right) oil on board 24.2 x 19cm (9 1/2 x 7 1/2in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400

#### Provenance

Andrée L. Vuitton; her estate sale, Hôtel Drouot, Paris, 26 June 2009, lot 64. Anon. sale, Christie's, South Kensington, 5 February 2016, lot 142. Private collection UK.

212 AR

### **JEAN-GABRIEL DOMERGUE (1889-1962)**

Manon

signed 'Jean/Gabriel/Domergue' (lower left); inscribed with title and number (on the reverse) oil on board 24.2 x 19cm (9 1/2 x 7 1/2in).

£1,200 - 1,800 €1,300 - 2,000 US\$1,600 - 2,400

### Provenance

Andrée L. Vuitton; her estate sale, Hôtel Drouot, Paris, 26 June 2009, lot 64. Anon. sale, Christie's, South Kensington, 5 February 2016, lot 149. Private collection UK.

## 213 <sup>AR</sup>

### **LUCIANO CASTELLI (SWISS, BORN 1951)**

Untitled nude signed and dated 'Luciano Castelli 88' (lower watercolour and charcoal 70.5 x 50.8cm (27 3/4 x 20in).

£1,500 - 2,000 €1,700 - 2,200 US\$2,000 - 2,600

### 214

### **ARISTIDE MAILLOL (FRENCH, 1861-1944)**

Etude pour 'La Méditerranée' signed with initials (lower right) charcoal on paper 14 x 17.8cm (5 1/2 x 7in). executed circa 1902-1903

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

The authenticity of this work has kindly been confirmed by Monsieur Olivier Lorquin.

### Provenance

Probably; Anon. sale, Christie's, South Kensington, 17 June 1999, lot 59. Private collection UK.



213





215



215 AR

### GINO SEVERINI (ITALIAN, 1883-1966)

'Fleurs et Masques'

one signed 'G. Severini' (lower right) and inscribed 'L'ispiration et la geometrie' (upper left); the other, indistinctly inscribed (lower and upper

pencil on paper

42.6 x 31.8cm (16 3/4 x 12 1/2in).

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

Each work is accompanied by a certificate of authenticity signed by Gina Severini dated 9/1/1988.

### Provenance

Private collection Italy.

Francesco Meloni, Gino Severini: tutta l'opera grafica, Reggio Emilia: Libreria Prandi c1982. one illustrated p. 136, the other p. 142.



216

### ANDRE MASSON (FRENCH, 1896-1987)

Bouquet de soucis signed 'Andre Masson' (lower left), indistinctly titled on gallery label (on stretcher) oil on canvas 45.5 x 37.5cm (17 15/16 x 14 3/4in).

£5,000 - 7,000 €5,600 - 7,800 US\$6,600 - 9,200

painted in 1951

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

### Provenance

with Galerie Simon, 1951. Probably anon. sale, Sotheby's, London, 28 May 1986, Lot 128. Anon. sale, Giafferi, Paris, 7 March 2001, lot 84. Private collection, UK.



217



218

## 217 AR

### HENRI HAYDEN (FRENCH, 1883-1970)

Paysage signed and dated 'Hayden/60' (lower left) oil on canvas 65.4 x 54.3cm (25 3/4 x 21 3/8in). painted in 1960

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,600

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

### Provenance

Private collection UK

### Exhibited

Paris, Bernheim- Jeuen, Paysages de France, March - July 1961. Lausanne, Musee de Pully, L'entracte d'Ernest Genton une galerie pilote à Lausanne, 5 November 1998 - 21 February 1999.

### 218 AR

### HENRI HAYDEN (FRENCH, 1883-1970)

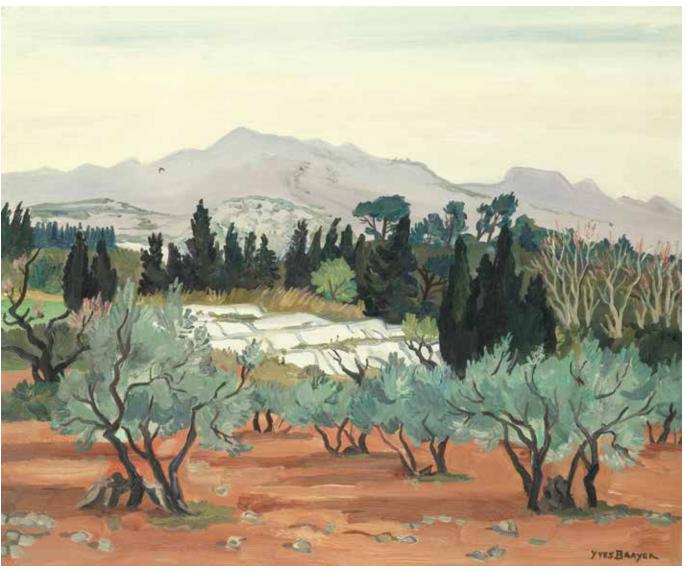
Fleurs et Fruits signed and dated 'Hayden/62' (lower left) oil on board 36.2 x 48.9cm (14 1/4 x 19 1/4in).

£2,000 - 3,000 €2,200 - 3,400 US\$2,600 - 4,000

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

#### Provenance

with Waddington Galleries, London. Private collection UK.



219 AR

### YVES BRAYER (FRENCH, 1907-1990)

'Oliviers aux Baux-de-Provance' signed 'YVES BRYAYER' (lower right); titled (on the reverse) oil on canvas 54 x 65cm (21 1/4 x 25 9/16in). painted in 1971

£4,000 - 6,000 €4,500 - 6,700 US\$5,300 - 7,900

### Provenance

Private collection UK.

### Exhibited

London, Galerie Wildenstein, Yves Brayer, Paintings and Watercolours, 1971, no. 20

### Literature

L. Harambourg, H. Brayer, O. Brayer and C. Brayer, Catalogue Raisonné de l'œuvre peint, Éditions de la Bibliothèque des Arts, Lausanne, no. 3066.



### 220 AR

### **AFTER SALVADOR DALI**

Dalinian Dancer inscribed 'Dali' by the foundry (on the base), stamped with foundry mark 'Perseo' (on the base) and further stamped 'IAR', Art Resources Ltd mark and numbered 344/350 (on the side of the base) bronze with a blue patina 40.5cm (15 15/16)(including base) conceived in 1949, first cast 1984. 350 + 35 EA. (Epreuve Artiste). This sculpture is cast in 3 seperate editions of 350, each with different

patina.

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

### Literature

R and N. Descharnes Dalí: The Hard and the Soft, Sculptures and Objects, (London, 2004) p. 251, illus. fig. 646 (another cast illustrated).



### 221 AR

### AFTER SALVADOR DALÍ (1904-1989)

Space Venus

inscribed 'Dalí' by the foundry (on the bronze cast), stamped with foundry mark 'Perseo' and further stamped with 'I.A.R.' Art Resources Ltd mark and numbered 124/350

bronze with a green patina

65 cm(25 9/16in) including base

conceived in 1977, first cast 1984. 350 + 35 EA. (Epreuve Artiste). This sculpture is cast in 3 seperate editions of 350, each with different patina.

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 24,000 Based on a gouache by Dalí entitled 'Space Venus' (1977)

This lot is accompanied by a certificate of authenticity from I.A.R Art Resources Limited, 26 August 2009 and a further certificate issued by Perseo SA, 24 July 2009.

### Literature

R and N. Descharnes Dalí: The Hard and the Soft, Sculptures and Objects, (London, 2004) p. 239, illus. fig. 616 (another cast illustrated).



## 222 AR

### AFTER SALVADOR DALÍ (1904-1989)

Adam and Eve

inscribed 'Dali' by the foundry (on the base), stamped with foundry mark 'Perseo' (on the base) and further stamped 'IAR', Art Resources Ltd mark and numbered 340/350 (on the side of the base) bronze with and green patina 52cm (20 1/2in)

conceived in 1968, first cast 1984. 350 + 35 EA. (Epreuve Artiste). This sculpture is cast in 3 seperate editions of 350, each with different patina.

£12,000 - 18,000 €13,000 - 20,000 US\$16,000 - 24,000

# BRITISH AND EUROPEAN ART

Tuesday 20 March 2018 Knightsbridge, London

Entries now invited

### ANTONIO ERMOAO PAOLETTI (ITALIAN, 1834-1912) Admiring the balloon, Venice

Admiring the balloon, Venice oil on canvas 34 x 23cm (13 3/8 x 9 1/16in). £3,000 - 5,000 \*

### **ENQUIRIES**

+44 (0) 20 7393 3960 thomas.seaman@bonhams.com



\* Plus buyer's premium and other fees.

For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

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#### **NOTICE TO BIDDERS**

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### **Estimates**

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

#### **Condition Reports**

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

#### The Seller's responsibility to you

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

### Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness

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

#### **Alterations**

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any I of, to combine two or more I ofs, 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

#### 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 I ots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

#### Bidding by telephone

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

#### Bidding by post or fax

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

### Bidding via the internet

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

#### Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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

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

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

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

25% up to £175,000 of the *Hammer Price*20% from £175,001 to £3,000,000 of the *Hammer Price*12.5% from £3.000,001 of the *Hammer Price* 

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The Buyer's Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

#### 8. VAT

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

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

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

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

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

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

#### 13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay

BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buver's Agreement. The same applies in respect of the Seller. as if references to us in this paragraph were substituted with references to the Seller.

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

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

#### **Condition of Firearms**

Comment in this Catalogue is restricted, in general, to

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

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

## Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

#### **Taxidermy and Related Items**

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

#### 18. FURNITURE

#### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### 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 decrees, 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.
- "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  $\Delta$ . All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the Hammer Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Hammer Price on the invoice.

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

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

#### **Bottling Details and Case Terms**

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

CB - Château bottled

DB – Domaine bottled EstB – Estate bottled

BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled

GB – German bottled OB – Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

#### **SYMBOLS**

# THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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,  $\Omega$ ,  $\alpha$  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:
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buver.

#### 3 DESCRIPTIONS OF THE LOT

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

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

#### 5 RISK, PROPERTY AND TITLE

- 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

5.1

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

#### COLLECTION OF THE LOT

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

#### 8 FAILURE TO PAY FOR THE LOT

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

- 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.

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

#### 11 GOVERNING LAW

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

#### **APPENDIX 2**

#### **BUYER'S AGREEMENT**

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- we will, until the date and time specified in the *Notice* to *Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the 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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

### 4 COLLECTION OF THE LOT

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

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

#### STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

8

# CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

### 9 FORGERIES

9.2.3

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

- 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.

#### 13 GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### **APPENDIX 3**

#### **DEFINITIONS AND GLOSSARY**

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

#### LIST OF DEFINITIONS

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

- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale.
- "Business" includes any trade, Business and profession.
- "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- **"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*)
- **"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- "Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams*' staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com
  "Withdrawal Notice" the Seller's written notice to Bonhams
  revoking Bonhams' instructions to sell a Lot.
- **"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

#### GLOSSARY

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

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

#### SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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