

A painting of a Black woman standing in a room. She is wearing a yellow shawl over a red dress and red shoes. She is positioned in front of a wall with intricate blue and white geometric tilework. To her left is a wooden chest with a patterned front and a small wooden instrument leaning against it. The room has a dark wooden door and a column in the background.

Bonhams

19th Century European, Victorian
and British Impressionist Art

New Bond Street, London | 20 February 2019







19th Century European, Victorian and British Impressionist Art

New Bond Street, London | Wednesday 20 February 2019 at 2pm

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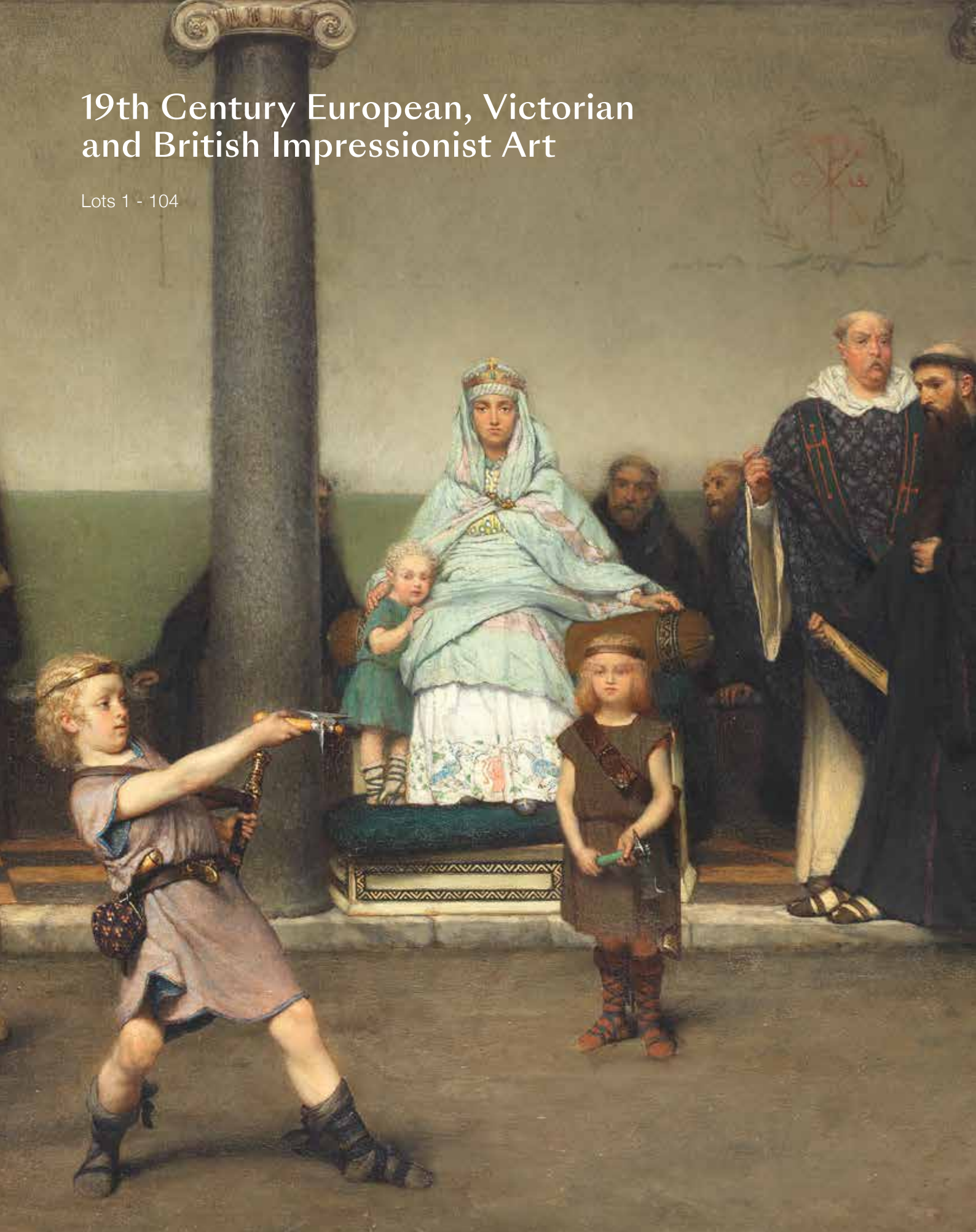
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19th Century European, Victorian and British Impressionist Art

Lots 1 - 104





1* AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Place Saint Michel, Notre-Dame, Paris

signed 'EDOUARD CORTÈS' (lower left)

oil on canvas

27 x 46cm (10 5/8 x 18 1/8in).

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000



2* AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Place de la République, Paris

signed 'EDOUARD CORTÈS' (lower left)

oil on canvas

27.8 x 35cm (10 15/16 x 13 3/4in).

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000



3* AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Porte Saint Denis, Paris

signed 'EDOUARD CORTÈS' (lower right)

oil on canvas

38.5 x 56cm (15 3/16 x 22 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000



4* AR

EDOUARD HENRI LEON CORTÈS (FRENCH, 1882-1969)

Place de l'Opéra, Paris

signed 'EDOUARD CORTÈS.' (lower right)

oil on canvas

33.5 x 46.2cm (13 3/16 x 18 3/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000



5

5

DELPHIN ENJOLRAS (FRENCH, 1857-1945)

La fleur

signed 'D'Enjolras' (upper right)

pastel

58.5 x 71.5cm (23 1/16 x 28 1/8in).

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

6

DELPHIN ENJOLRAS (FRENCH, 1857-1945)

Elégantes sur la terrasse au clair de lune

signed 'D'Enjolras' (lower left)

oil on canvas

72.7 x 60.1cm (28 5/8 x 23 11/16in).

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000



6



7

7*
ANTONIETTA BRANDEIS (CZECH, 1849-1926)

Monte Palatino, Rome
 signed with initials 'AB' (lower right)
 oil on panel
 22.5 x 32cm (8 7/8 x 12 5/8in).

£5,000 - 7,000
 €5,600 - 7,800
 US\$6,400 - 9,000

Provenance

Private collection, Australia.

8
ANTONIETTA BRANDEIS (CZECH, 1849-1926)

The Ducal Palace, Venice; St Marks, Venice
 a pair, both signed 'ABrandeis' (lower right)
 oil on board
 each 16 x 22.5cm (6 5/16 x 8 7/8in)
 (2)

£8,000 - 12,000
 €9,000 - 13,000
 US\$10,000 - 15,000







10

9

HERMANN DAVID SALOMON CORRODI (ITALIAN, 1844-1905)

Attending to the shrine, Venetian lagoon
signed and inscribed 'H Corrodi. Roma.' (lower left)
oil on canvas
176 x 86.5cm (69 5/16 x 34 1/16in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,000 - 13,000

10

CHARLES EUPHRASIE KUWASSEG (FRENCH, 1838-1904)

Coming ashore, Venice
signed and dated 'C. Kuwasseg. fils/1867.' (lower left)
oil on canvas
55 x 100cm (21 5/8 x 39 3/8in).

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000



11

11AR

FELICE CASTEGNARO (ITALIAN, 1872-1958)

Pomeriggio a Venezia

signed 'FCastegnaro' (lower left)

oil on canvas

103 x 152.5cm (40 9/16 x 60 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

12

FEDERICO DEL CAMPO (PERUVIAN, 1837-1927)

A View of The Scuola Grande di San Marco, Venice

signed 'F. del Campo.' (lower right)

watercolour

40 x 26cm (15 3/4 x 10 1/4in).

£7,000 - 9,000

€7,800 - 10,000

US\$9,000 - 12,000





13

PIETRO PAJETTA (ITALIAN, 1845-1911)

Off to market

signed and dated 'P. Pajetta 1876' (lower right)

oil on canvas

36 x 45cm (14 3/16 x 17 11/16in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

Provenance

Property of a deceased's estate.



14*

EUGENIO CECCONI (ITALIAN, 1842-1903)

The orange sellers
signed and dated 'ECecconi 1878' (lower right)
oil on canvas
50.2 x 106.7cm (19 3/4 x 42in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Private collection, New Zealand.

Eugenio Cecconi was born in Leghorn, Italy into a wealthy family. He spent his childhood in Piedmont and went on to study law at university in Pisa. While studying for his law degree, Cecconi enrolled at The Accademia under Enrico Pollastrini in Florence. But the untimely death of his father in 1865 enabled him to abandon the legal profession and dedicate himself entirely to art.

Upon his return to Leghorn, Cecconi shared a studio with Giovanni Belimbau and became friends with Diego Martelli. Martelli invited him to Castiglioncello where he met Giovanni Boldini and Giuseppe Abbati; Abbati was to be an important influence upon his artistic development. In 1869 he exhibited at the Turin Promotrice and in 1872 at the Milan National Exhibition where his work was well received with the Macchiaiole di Tombolo. In 1875 he went to Tunisia with Giovanni Belimbau and returned to Italy with numerous studies.

Cecconi settled in Lari and Torre del Lago where he pursued his two loves, painting and hunting and produced some of his most celebrated work including *Caccia alle folaghe nel lago di Massaciuccoli*.

In 1880, he participated at the first Modern paintings exhibition of the Donatello Society of Florence. Here he showed *Il riposo*, which was much admired by Telemaco Signorini. In 1881, following his participation at The Promotrice, he decided to settle in Florence.

Cecconi's work can be seen in public collections in Rome and Florence.



15

CESARE CIANI (ITALIAN, 1854-1925)

A bacchante holding a thyrsus, reclining in a classical interior
signed and inscribed 'Al Vig G Pampana/CCiani' (lower right)
oil on canvas

20.5 x 28cm (8 1/16 x 11in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,200 - 4,500



16

GIOVANNI BOLDINI (ITALIAN, 1842-1931)

L'avvocato Azzecagarbugli
signed 'Boldini' (in pencil, lower left)
oil on card
10.8 x 20.4cm (4 1/4 x 8 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Archiving certificate no. 416834 released by the Fondazione Enrico Piconi and Istituto Matteucci on October 26, 2017.

Provenance

Ferdinando De Nobili, Florence.
Ermanno Luti, Florence, by 1942.
Paolo Stramezzi Collection, Crema, no. 321.
Private collection, Italy.

Exhibited

Bologna, Palazzo Salina-Amorini, *Mostra dei pittori emiliani dell'ottocento*, September - November 1955.



17

LUIGI BECHI (ITALIAN, 1830-1919)

Blowing bubbles

signed 'L. Bechi' (lower right)

oil on canvas

55 x 69cm (21 5/8 x 27 3/16in).

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000



18

ANDREA LANDINI (ITALIAN, 1847-1935)

A good read

signed 'A. Landini' (lower right)

oil on canvas, unframed

60.3 x 73cm (23 3/4 x 28 3/4in).

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000



19

ANDREA LANDINI (ITALIAN, 1847-1935)

Taquinerie

signed 'A. Landini' (lower right); signed and inscribed 'Chambre à coucher de Marie Antoinette/à Fontainebleau/sujet: "TAQUINERIE"/A. Landini' (on a label attached to the stretcher)

oil on canvas

61 x 74cm (24 x 29 1/8in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 39,000

Provenance

Private collection, UK.





20

20
GEORGES CROEGAERT (BELGIAN, 1848-1923)
 The chess game
 signed and inscribed 'GEORGES CROEGAERT PARIS' (lower left)
 oil on panel
 33.5 x 41cm (13 3/16 x 16 1/8in).

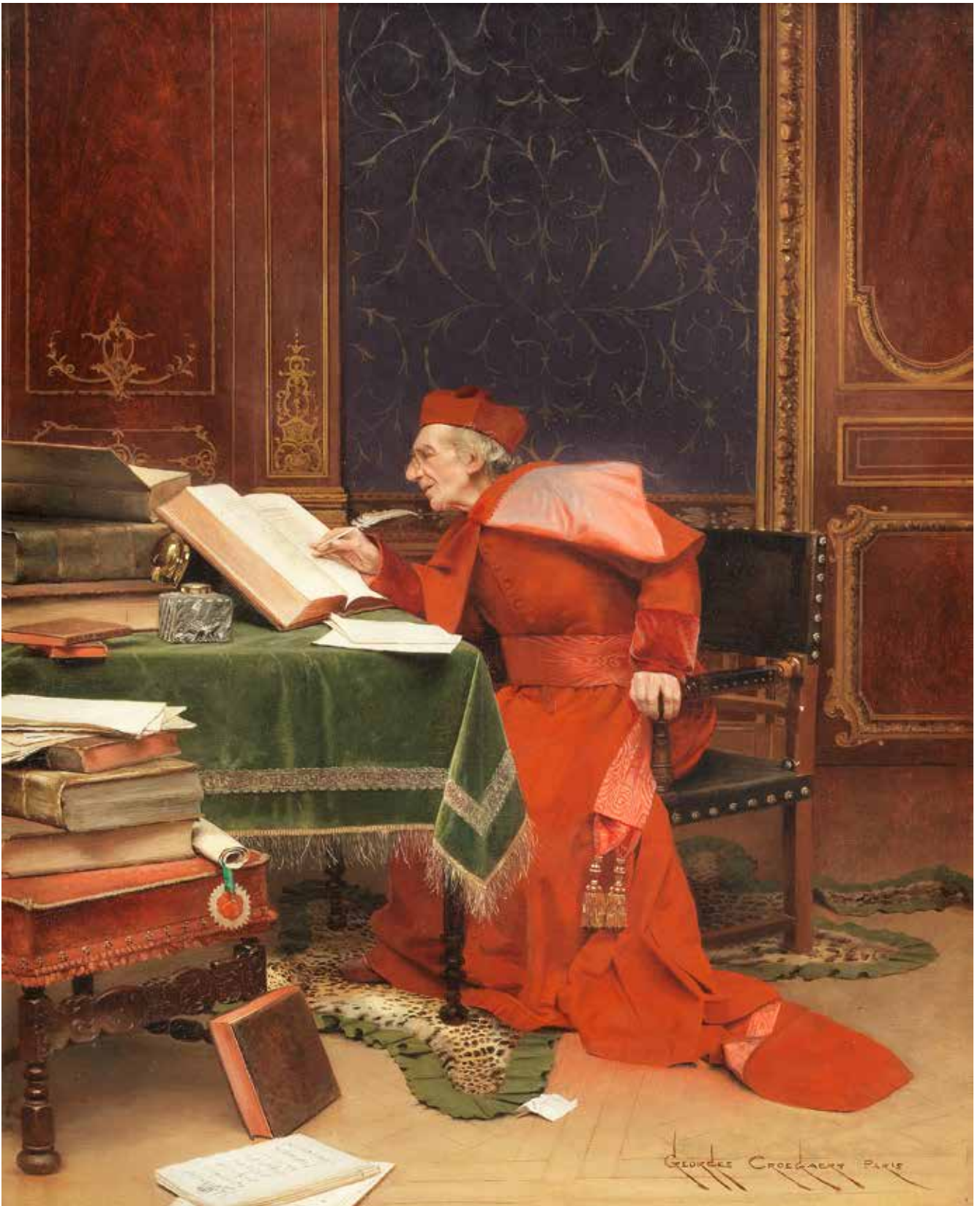
£5,000 - 7,000
 €5,600 - 7,800
 US\$6,400 - 9,000

Provenance
 Private collection, UK.

21
GEORGES CROEGAERT (BELGIAN, 1848-1923)
 The scholar
 signed and inscribed 'GEORGES CROEGAERT PARIS' (lower right)
 oil on panel
 41.5 x 33.5cm (16 5/16 x 13 3/16in).

£5,000 - 7,000
 €5,600 - 7,800
 US\$6,400 - 9,000

Provenance
 Private collection, UK.





22*

WILLIAM ETTY, RA (BRITISH, 1789-1849)

Reclining female nude

oil on canvas

51.5 x 61.4cm (20 1/4 x 24 3/16in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,000 - 13,000

We are grateful to Dr. Sarah Burnage, Assistant Curator at Fairfax House (York Civic Trust) and author of *William Etty: Art and Controversy* for confirming the attribution to William Etty on the basis of photographs.

Provenance

Private collection, Canada.

The nude figure in the present lot can probably be identified with the goddess Venus. She is depicted, reclining on a bed in a sumptuous interior, an Italianate landscape beyond. Etty, who was accomplished at rendering the female nude, painted Venus in a number of other paintings such as *Venus and Cupid* (circa 1825-1835, York Museums Trust) and *The Dawn of Love* (exhibited 1828, Russell-Cotes Art Gallery and Museum in Bournemouth).

The present lot, without the presence of another figure or cupid, focuses the viewers attention on Venus alone - and her pose, the posy of flowers, bracelet and the handling of the bedding, are reminiscent of Titian's 1534 work *Venus of Urbino*, currently in the Uffizi, Florence.



23

THOMAS COUTURE (FRENCH, 1815-1879)

Girl in profile

signed with initials 'T.C.' (lower left)

oil on canvas

46.3 x 38.1cm (18 1/4 x 15in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,000 - 13,000

Provenance

The collection of a Dutch noble family, circa 1900.

Thence by descent.

Born in Northern France, Thomas Couture studied under Antoine-Jean Gros and later Paul Delaroche. After failing to win the *Prix de Rome* award several times, Couture finally won the scholarship in 1837, before debuting at the Paris Salon a year later, with his work *Jeune Vénitien après une nuit d'orgie*.

Couture's masterpiece *Les Romains de la décadence* (1847, Musée D'Orsay, Paris) won the first-class medal at the Salon. However the artist became increasingly disenfranchised with the established ateliers, publishing a book entitled *Méthode et entretiens d'atelier* and opening an independent school for history painting, which attracted French, German and American artists. Amongst his pupils were Edouard Manet, Anselm Feuerbach, Puvis de Chavannes and Henri Fantin-Latour.

As well as large historical works, Couture executed a number of portraits, many of which were imbued with a sense of melancholia.



24

EDOUARD LOUIS DUBUFE (FRENCH, 1820-1883)

Le denier de la veuve
signed 'Edouard-Dubufe' (lower left)
oil on canvas
154 x 116cm (60 5/8 x 45 11/16in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,000 - 13,000

Provenance

Simon van Walchren van Wadenoyen de Nimmerdor; Sale, Hôtel
Drouot, Paris, 24-25 April 1876, sold for 6000 francs.
M. Newman Ltd., London.
Private collection, UK.

Exhibited

Dublin, Royal Hibernian Academy, Winter Exhibition of Old Masters,
1902-3.

Literature

Benezit, vol. 3, p. 695.

The present lot was engraved by Auguste Adrien Jouanin in 1857.





25*

WOUTER VERSCHUUR (DUTCH, 1812-1874)

The end of the day
signed 'W. Verschuur.' (lower right)
oil on panel
37 x 51.9cm (14 9/16 x 20 7/16in).

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

Private collection, Australia.



26*

WOUTER VERSCHUUR (DUTCH, 1812-1874)

In the stables

signed 'W. Verschuur.' (lower left)

oil on panel

36.5 x 50.2cm (14 3/8 x 19 3/4in).

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

Private collection, Australia.

27

HENRIETTE RONNER-KNIP (DUTCH, 1821-1909)

A kitten on a pink cushion
signed and dated 'Henriette Ronner./93.' (upper left)
oil on panel
11 x 10cm (4 5/16 x 3 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Anon. sale, Sotheby's, Amsterdam, 22 April 2009, lot 180.
Private collection, Netherlands.



(actual size)



28



29

28

EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881)

Ewe with her new born lamb
signed and dated 'Eugène Verboeckhoven/Ft. 1855' (lower right)
oil on panel
68.5 x 60.5cm (26 15/16 x 23 13/16in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,000 - 13,000

Provenance

Anon. sale, Sotheby's, London, 26 November 1986, lot 138.
Private collection, UK.

29

WILLEM KOECKOEK (DUTCH, 1839-1895)

Dutch canal scene with barge unloading
signed 'W. Koekkoek. f.' (lower right)
oil on canvas, unframed
63.5 x 80.5cm (25 x 31 11/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

We are grateful to The RKD for confirming the attribution to Willem Koekkoek on the basis of photographs.

30

ADRIANUS EVERSEN (DUTCH, 1818-1897)

A busy street scene in a Dutch town

signed 'A Eversen' (lower right)

oil on canvas

43 x 54.5cm (16 15/16 x 21 7/16in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 39,000

Provenance

Anon. sale, Christie's, New York, 26 January 2011, lot 190.





31

FRANS VERHAS (BELGIAN, 1827-1897)

Les pêches

signed and dated 'Franz Verhas/1880' (upper right); signed and inscribed 'Franz Verhas N°1' (on the reverse of the frame)

oil on panel

81.5 x 52.7cm (32 1/16 x 20 3/4in).

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Frans Verhas was the older brother of Jan Frans Verhas by seven years. Their father Emmanuel Verhas was also a painter and teacher at the local Academy in Dendermonde.





32

32

JAN FRANS VERHAS (BELGIAN, 1834-1896)

Study of Louise Ponselet, lying on a sofa signed with initials and dated 'J. V. 78' (lower right); signed and dated 'Jan Verhas/1878' (upper right, on the reverse); indistinctly inscribed 'Louise Ponselet' (upper left, on the reverse) oil with traces of pencil on panel 18.3 x 26.3cm (7 3/16 x 10 3/8in).

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Provenance

Louise Ponselet Collection, Belgium.
Thence by descent.

The young girl depicted, Louise Ponselet, was the niece of the artist and the grandmother of the present owner. Louise later married Paul Saintenoy, Belgian architect, teacher, historian and writer. He played an instrumental role in the reconstruction of Belgium following the war.

Verhas also depicted Louise in his large work of 1880, *La revue des écoles en 1878*, currently in Musées Royaux des Beaux-Arts de Belgique. Louise is the eighth child from the left. Many of the other children can be identified as daughters of prominent personalities. At the time, the painting served to bolster patriotism and reassure the nation of Belgian future prosperity.

The present lot is an intimate depiction of Louise, her limbs flung in careless abandon, and perhaps the tell-tale sign of sleep in the rosininess of her cheek.

33

JAN FRANS VERHAS (BELGIAN, 1834-1896)

The artist's daughter Martha, riding a donkey signed, inscribed and dated 'Jan Verhas/Heyst.82' (lower left); signed, inscribed and dated 'ma fille Martha/Souvenir des dunes de Heyst-sur-mer/Jan Verhas/1882' (on the reverse) oil on canvas 58 x 38.5cm (22 13/16 x 15 3/16in).

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Towards the end of his career, Verhas was inspired by his time spent on the Belgian coast, in particular at Heyst-sur-Mer, where the present lot was painted. Painting *en plein air*, Verhas' works from this period are bright, sun-drenched vistas, and often include children riding or leading donkeys.



34

JULES ACHILLE NOEL (FRENCH, 1815-1881)

Avant le coup de vent au Tréport

signed, inscribed and dated 'JULES NOEL./-TREPORT 1868-' (lower right)

oil on canvas

26 x 37cm (10 1/4 x 14 9/16in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 39,000

Provenance

Richard Green Gallery, London.

Private collection, UK.

Tréport, a popular seaside resort in Normandy, was painted a number of times by Jules Noel and his contemporaries. In the present lot, the artist has captured a cloudy, blistery day with elegant, colourfully dressed figures braving the weather to socialise on the beach.





Fig 1 Charles-François Daubigny, *St Paul's from the Surrey Side*, oil on canvas, 44.5 x 81 cm, © The National Gallery, London

35

CHARLES-FRANÇOIS DAUBIGNY (FRENCH, 1817-1878)

La Tamise à Londres
signed 'Daubigny' (lower left)
oil on panel
30.5 x 61.6cm (12 x 24 1/4in).

£10,000 - 15,000
€11,000 - 17,000
US\$13,000 - 19,000

Provenance

Alfred Beurdeley Collection; Sale, Galerie Georges Petit, Paris, 6-7 May 1920, lot 28 (sold for 4200 francs).
Anon. sale, Sotheby's, 5 July 1961, lot 174.
Terry-Engell Gallery, London, 1963.
Private collection, UK.

Exhibited

St. Petersburg, *Centennale de L'Art français*, 1912, no. 233.

Literature

Robert Hellebranth, *Charles-François Daubigny*, Morges, 1976, no. 759 (illustrated p. 250).

Charles-François Daubigny's influence on the Impressionist painters was significant. Claude Monet, who Daubigny first met in Honfleur in 1866, described him as 'a fellow who really understands nature'¹, and Monet's submissions to the Paris Salon during this period clearly show the influence of the older painter. Daubigny championed the works of Monet and of Camille Pissarro, supporting their submission to the Paris salon of 1868, and when all three men fled to London in 1870, following the outbreak of the Franco-Prussian war, Daubigny introduced the two younger painters to Paul Durand-Ruel, a French art dealer who had recently opened a gallery in New Bond Street. Through Durand-Ruel, these artist's works were shown to a wider European audience.²

Like Monet- and the American artist James McNeill Whistler, who Daubigny met in London in 1865- Daubigny was drawn to the Thames, teeming with industry, smoke and atmosphere. Daubigny's London views are rare; Robert Hellenbranth's catalogue of Daubigny's work records eighteen works, all of which are views painted along the Thames, ranging in date from 1866-1876. Perhaps his most iconic of this series, *St. Paul's from the Surrey Side* (fig 1) is now in the collection of the National Gallery, London.

¹ Letter from Monet to Eugene Boudin, 1859, quoted in Frances Fowles, *Daubigny and Impressionism*, exhibition catalogue, National Galleries of Scotland, 2016, p. 11.

² Frances Fowles, *Daubigny and Impressionism*, exhibition catalogue, National Galleries of Scotland, 2016, p. 15.



36*

HENRI FANTIN-LATOURE (FRENCH, 1836-1904)

Still life with grapes in a glass vase and a basket of herbs
signed and dated 'Fantin 82' (upper left)

oil on canvas

37 x 53cm (14 9/16 x 20 7/8in).

£40,000 - 60,000

€45,000 - 67,000

US\$51,000 - 77,000

Provenance

Hirschl & Adler Galleries, Inc., New York.

Private collection, Canada.





37
HENRI FANTIN-LATOURE (FRENCH, 1836-1904)

Dances au soir
 bears signature (lower right)
 oil on canvas
 73.7 x 91.5cm (29 x 36in).
 Painted circa 1904

£30,000 - 50,000
 €34,000 - 56,000
 US\$39,000 - 64,000

We are grateful to Galerie Brame & Lorenceau for confirming the authenticity of the present lot, which will be included in the *Catalogue raisonné des peintures et pastels de Fantin-Latour*, currently in preparation.

Provenance

Mme. Fantin-Latour, Paris.
 Ferdinand Tempelaere, Paris.
 Jean Tempelaere, Paris.
 Anon. sale, Palais Galliera, Paris, 14 March 1969, lot 37.
 E.J. Van Wisselingh & Co, Amsterdam.
 Private collection, Netherlands.

Exhibited

Grenoble, Musée Bibliothèque de Grenoble, *Centenaire de Henri Fantin-Latour*, August - October 1936, no. 94.

Literature

Mme. Fantin-Latour, *Catalogue de l'oeuvre complet de Fantin-Latour, 1849-1904*, Paris, 1911, no. 2165, p. 228 (listed with inverted measurements).

Through a series of dream-like compositions, using elegant female forms to represent personifications of Dawn, Day and Night, Fantin-Latour's fantasies stand alongside such Symbolist masters as Gustave Moreau, Odilon Redon and Puvis de Chavannes. Many of Fantin-Latour's figurative and symbolist works were executed towards the end of his distinguished career, when his reputation as a floral still-life painter was well established. In paintings such as *Immortalité* (1889, National Museum of Wales, Cardiff), *L'Aurore et La Nuit* (1894, Birmingham Museum and Art Gallery) and *La Nuit* (sold in these rooms 2 March 2016, lot 72), Fantin-Latour creates elegant allegories loosely drawn from mythology, female figures nestled among the clouds. Fantin-Latour, like many of the Symbolist painters, also drew inspiration from music; see for example *Tannhäuser on the Venusberg* (1864, Los Angeles County Museum of Art), which took its subject from a Wagner opera.

In *Dances au soir* which, like *La Nuit* passed through the hands of the distinguished Amsterdam dealers E. J. van Wisselingh & Co., Fantin-Latour depicts six elegant female figures, perhaps the Muses, revelling in a twilight landscape; three figures dance to the musical accompaniment of a tambourine and double flute, instruments generally associated with Euterpe, the muse of music and lyric poetry, and Erato, the muse of lyric and love poetry. The colourful robes draped around the figures call to mind the symbolic figures of Dawn and Night in *L'aurore et la nuit*, set against the reddening sky.







38

38*

FRANÇOIS MILLET (FRENCH, 1851-1917)

Ploughing at sunset
signed 'F. Millet fils' (lower right)
pastel
37 x 52cm (14 9/16 x 20 1/2in).

£3,000 - 5,000
€3,400 - 5,600
US\$3,900 - 6,400

39

LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

La couronnement de la mariée
signed 'L.Lhermitte' (lower left)
pastel
53 x 45cm (20 7/8 x 17 11/16in).
Executed November 1885

£8,000 - 12,000
€9,000 - 13,000
US\$10,000 - 15,000

Provenance

The artist.
M. Montaigne Collection; Sale, Drouot, Paris, 22 June 1989, lot 11.
Private collection, Paris.
Altman Burke Fine Arts, New York.

Exhibited

Paris, *Exposition des pastellistes*, 1886, no. 98.
New York, Altman Burke Fine Arts, *Léon Lhermitte*, 1990.

Literature

Marcel Fouquier, *Le XIXe siècle*, 2 April 1886.
Le Matin, 3 April 1886.
Henry Havard, *Le Siecle*, 4 April 1886.
Gustave Geoffroy, *La Justice*, 23 April 1886.
Octave Havard, *La France illustree*, 1 May 1886.
Martine Segalen, *Amours et mariages de l'ancienne France*, Paris, 1981.
Monique Le Pelley Fonteny, *Léon Augustin Lhermitte, catalogue raisonné*, Paris, 1991, no. 290 (illustrated p. 211).

Engraved by Clement Bellenger for *L'Univers illustre*. There is a photogravure of this work entitled *La toilette de la mariée* on the reverse.



39

40

TITO CONTI (ITALIAN, 1842-1924)

The bullfinch

signed 'Tito Conti' (upper right)

oil on canvas

80.5 x 68cm (31 11/16 x 26 3/4in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

Provenance

Property of a deceased's estate.







Ludwig Deutsch
(Austrian, 1855-1935)



By the second half of the nineteenth century, Orientalism was at the height of its popularity. Nearly every country had established its own school of masters of the genre, with the French artist Jean-Léon Gérôme leading the way. In Austria, it was Ludwig Deutsch who was the acknowledged head. The nearly photographic precision and startling clarity of his academic style, learned, perhaps, from direct exposure to the works of Gérôme during his many years in Paris, and the immediate popularity of his paintings in the Salon and among private collectors around the globe, forms an ironic counterpoint to the mystery surrounding the artist himself. Indeed, with no personal diaries, family archives, or contemporary biographer, the details of Deutsch's life can only be determined from the subjects that he painted, and in particular from such compelling works as those presented here.

Deutsch's artistic career began in Vienna in 1872, when he attended the Akademie der Bildenden Künste. He studied with Karl Meyer and, possibly, the history painter Anselm Feuerbach, between 1875 and 1877. The following year, Deutsch arrived in Paris – the centre for both academic and Orientalist studies at the time. Among the Austrian expatriate artists he befriended there were Johann Discart, Arthur von Ferraris, and Rudolf Ernst, with whom he would remain lifelong friends. A frequent exhibitor at the Paris Salon between 1879 and 1905, Deutsch would eventually maintain two studios, one in Paris and, in his final years, one in the south of France. In early works from this period, the influence of Deutsch's first Parisian teacher, Jean-Paul Laurens, is evident; indeed, the theatricality and sense of drama that characterize Laurens' best works were qualities that Deutsch would develop and transform into his own, remarkably modern, signature style.

Though his earliest Orientalist subjects appeared in 1881, Deutsch's first documented journeys to the Middle East were made in 1885, 1890, and 1898, when he visited Egypt. Numerous awards and honours were bestowed upon him for the works that were produced as a result of these influential travels; these included Gold Medals at the 1892 Salon and the Exposition Universelle in Paris in 1900, and the Chevalier de la Légion d'honneur. By 1910, Deutsch's (somewhat controversial) experimentation with a looser, Post-Impressionist style had begun, and his palette had changed and brightened dramatically. He moved away from Paris at this time as well, possibly traveling to North Africa during the political turmoil of the First World War. After 1919, and having gained French citizenship, his works were again shown at the Paris Salon, now – and until his death on 9 April 1935 – under the sobriquet "Louis" Deutsch. Deutsch's identification with the

French Orientalist tradition he had long participated in – and, arguably, nearly monopolized due to the sheer number of successful works he produced – was now, it seems, complete.

The three paintings presented here – all produced at the height of Deutsch's career and sequestered in private collections from the time of their execution until their acclaimed reappearance today – are representative of the themes and stylistic qualities for which Deutsch was and remains best known. In *The Performance* (lot 43), signed and dated by Deutsch in Paris in 1885, the artist illustrates an African dancer, caught mid-step during his energetic routine. Deutsch's reliance on photography to achieve such hyper-realistic effects – he is known to have frequented the well-known studio of G. Lékégian in Cairo – is here evident, as is his extraordinary skill as an ethnographer. The cowry shells adorning the waist of the dancer would, as Deutsch knew from personal experience and his virtual library of literary references, have held special meaning in Egyptian culture, as a protective against the evil eye, and the distinctive hairstyle of the man would have immediately identified him as of Nubian origin. In addition to the *Description de l'Égypte* (1809-29) still widely available in Paris at this time, Deutsch also drew regularly from illustrated newspapers, Edward William Lane's iconic *An Account of the Manners and Customs of the Modern Egyptians* (London, 1836), Owen Jones's *The Grammar of Ornament* (London, 1856), and Georg Ebers' *Egypt: Descriptive, Historical, and Picturesque*, published in German in 1878 and illustrated by Deutsch's compatriot and acquaintance Leopold Carl Müller.

The musician by the dancer's side is equally remarkable. The elaborate instrument he strums is an archaic Arabic *simsimiyah* or *kisser*, bedecked with ostrich feathers, amulets, and beads, and still used in Egypt today. Deutsch's appreciation of local music is made clear through several other pictures in his *oeuvre*, and may have been inspired by the revival of interest in Europe in historical music and, at the same time, in 17th and 18th century Dutch genre painting. So too, Deutsch may have been capitalizing on an established and popular theme among Orientalist painters, who often portrayed male and (more commonly) female performers in the midst of their mesmerizing routines.



The composition of Deusch's painting – with figures silhouetted against a detailed architectural facade – was one that would be repeated in various iterations throughout his prolific career. In *At the Mosque* (lot 42), a picture created in 1895 and which again features a musical instrument (in this case a small crook-necked *saz* or '*ood*'), this motif becomes all the more striking by virtue of a blue-and-white tiled wall. The mother-of-pearl inlaid chest and ornate brazier in Deusch's painting, with its sinuous curve of smoke perfuming the air with the scents of *oud* (agarwood), *gāwee* (benzoin resin), and *kishr ambar* (cascarilla bark), were favourite vignettes of the artist, and two of what would eventually become hundreds of personal souvenirs collected abroad. The topmost border of blue-and-white tiles that Deusch depicts are inspired by those at Al-Aqsunqur (Blue) Mosque in Cairo, which Deusch saw and painted several times during the course of his visits to Egypt a few years before. Their glossy finish is due not only to Deusch's precise touch, but to his regular use of wooden panels, which (deliberately) gave to his pictures the jewel-like glow and polish of early Netherlandish and Northern Renaissance art.

The sentinel who leans against this decorative display may be regarded as the single most recognizable motif in Deusch's art. During the 1890s and 1900s, Deusch completed a series of these protective figures, all elaborately costumed and standing guard at entrances to marble palaces, harems, and other sacrosanct spaces. The remarkable individualization of each of these men is indebted to the numerous figurative studies that Deusch made abroad, and to a number of African and Arab models he employed around his studios in Paris. Though the entire Austrian school of Orientalists seems to have had a fascination for such scenes (Deusch's close friend Ernst is a notable example), it was Deusch who dominated the field and captured the public's attention. Indeed, even so adept a painter as Gérôme could not compete with Deusch's barrage of textures and surfaces, his exquisitely rendered and highly informative records of specific weapons and garments (note here the elaborate gold brocade and intricate striping of the man's voluminous draperies and tailored *qumbaz*), or the palpability of the veins and skin of his subjects' muscled arms and hands. Deusch's ability to suggest a narrative through the subtlest of compositional manoeuvres is also evident here: In the figure of the sentinel, the formidable barriers that faced those who sought to unlock the secrets of Middle Eastern life are seemingly embodied, as is, ironically, the potential accessibility of this world. Positioned at the interstice between wall and open chamber, and lulled by song and smoke, the viewer is presented less with an obstacle to overcome, than a point of entry too seductive to resist.

Such subtle messaging is again demonstrated in Deusch's *Respect* of 1902 (lot 41), a picture which, despite its having the cinematic quality of a modern movie still, possesses a compelling personal narrative as well. The setting itself was one Deusch likely admired and sketched on site, though certain elements have been altered for aesthetic affect. Deusch, like many Orientalist artists, regularly exercised his artistic liberties and was fond of collage and pastiche. True to Deusch's penchant for detail, however, the inscriptions on either side of the door are written in legible Arabic, with verses from Chapter XV (*al-Hijr*) of the Koran. The picturesque *ablaq* stonework of the building is modelled after a doorway within the 14th century complex of Sultan Barquq - during the late nineteenth century, one of the most widely visited and photographed monuments on Cairo's maze-like streets.

It is the brush of the young man's lips against the hand of the stately figure beside him, however, that alludes to Deusch's own beliefs and preoccupations at the time. Having already confirmed his position as the premier painter of Arab guards, ethnographic types, and scenes of everyday Egyptian life, Deusch embarked on a new theme in the late 1890s – that of the Arab literati and scholars of the Koran. Pensive images of letter-writers, scribes, and the '*ulama* (specialists in Islam and Islamic law) abound in Deusch's mature paintings, a reflection of both the importance that literacy had in the region since the reforms of the Egyptian Pasha Muhammad 'Ali, and his own, increasing familiarity with Koranic scripture and verse. Under the Pasha, printing presses were established at Alexandria and Cairo and newspapers circulated at an unprecedented rate. These advances in printing and translation during the 1820s and 1830s succeeded in Egypt in raising literacy rates class- and gender-wide. As a leading figure in Orientalist painting for nearly two decades, and being more well-read and studied than most, Deusch may have felt that the obligatory deference paid to the *imams* in this and others of these works was now owed to him as well.

We are grateful to Emily M. Weeks, Ph.D for preparing the above introduction and for her assistance in cataloguing lots 41-43.



41

LUDWIG DEUTSCH (AUSTRIAN, 1855-1935)

Respect

signed, inscribed and dated 'L. Deutsch PARIS 1902' (lower left)

oil on panel

63.2 x 45.7cm (24 7/8 x 18in).

£250,000 - 350,000

€280,000 - 390,000

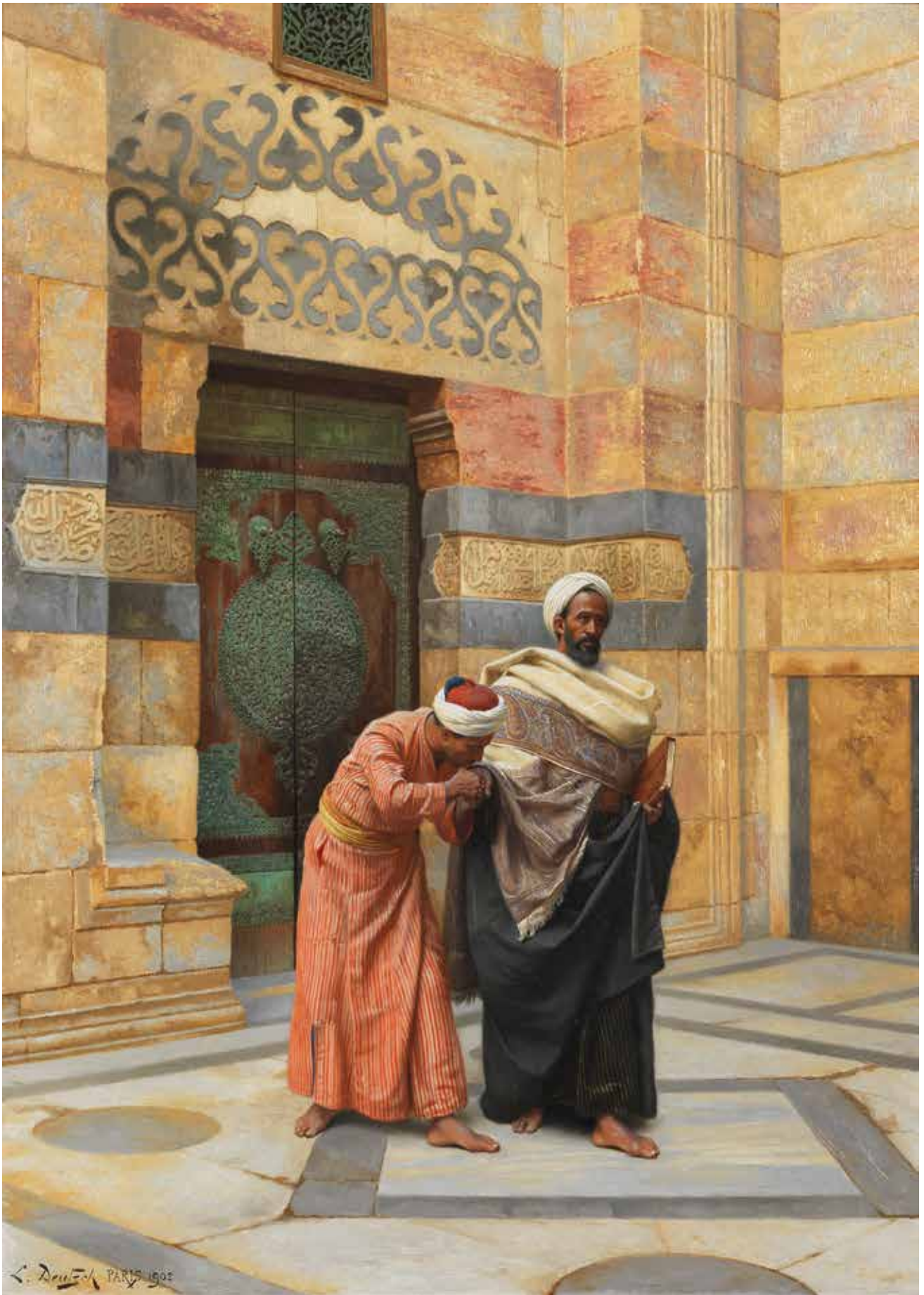
US\$320,000 - 450,000

Provenance

M Newman Ltd., London.

Private collection, UK (acquired from the above *circa* 1970).

Thence by descent.



G. Delacour PARIS 1902



42

LUDWIG DEUTSCH (AUSTRIAN, 1855-1935)

At the Mosque

signed, inscribed and dated 'L. Deutsch PARIS 1895' (lower right)

oil on panel

60.3 x 39.4cm (23 3/4 x 15 1/2in).

£300,000 - 500,000

€340,000 - 560,000

US\$390,000 - 640,000

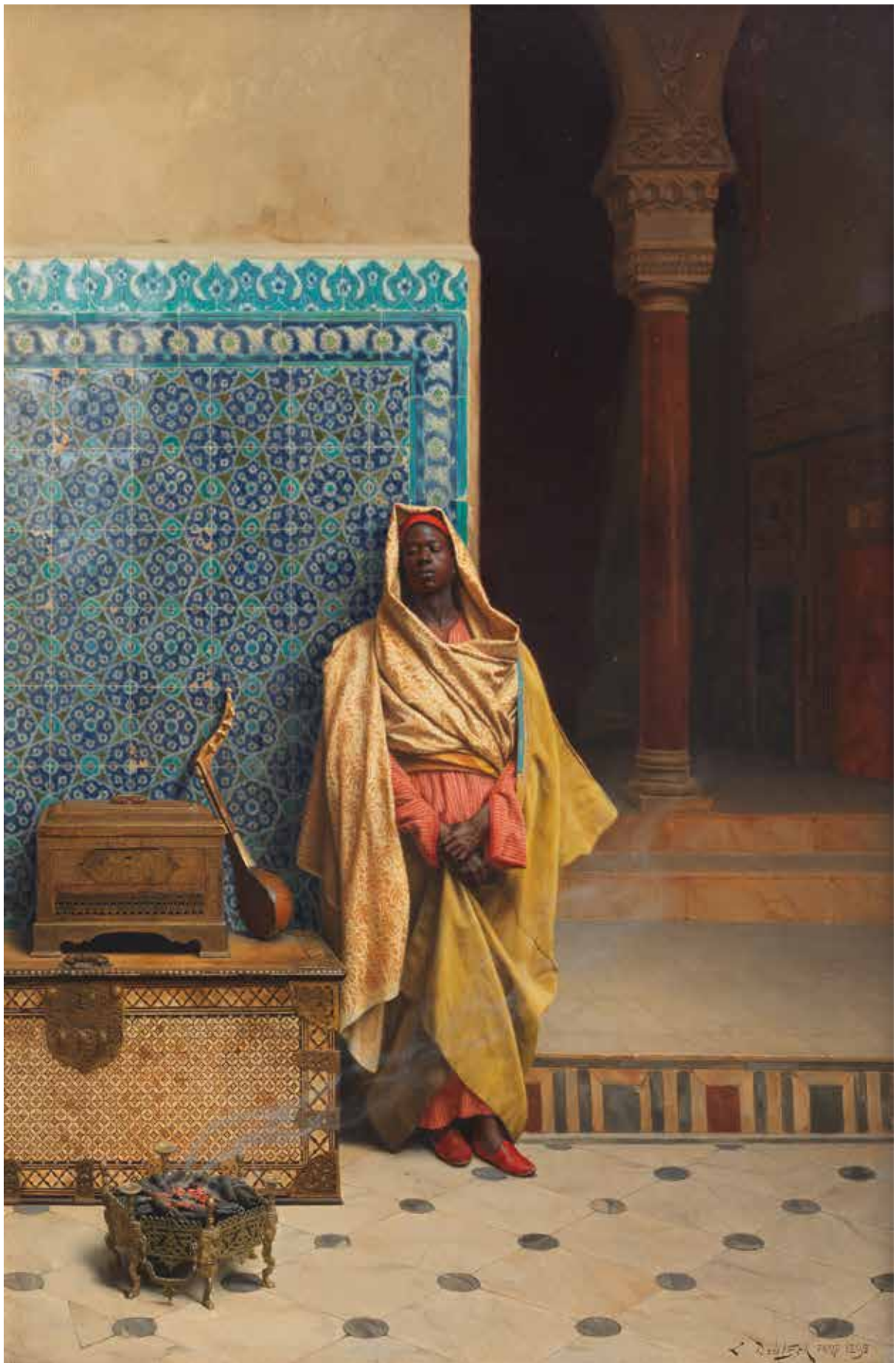
Provenance

Arthur Tooth & Sons, London.

M. Newman Ltd., London.

Private collection, UK (acquired from the above *circa* 1970).

Thence by descent.





43

LUDWIG DEUTSCH (AUSTRIAN, 1855-1935)

The Performance

signed, inscribed and dated 'L. Deutsch/PARIS 1885' (upper right)

oil on panel

40.6 x 30.5cm (16 x 12in).

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

Provenance

Arthur Tooth & Sons, Paris.

M. Newman Ltd., London.

Private collection, UK (acquired from the above 6 April 1970).

Thence by descent.



44

RUDOLF ERNST (AUSTRIAN, 1854-1932)

The carpet makers

oil on panel

65.4 x 53.3cm (25 3/4 x 21in).

£30,000 - 50,000

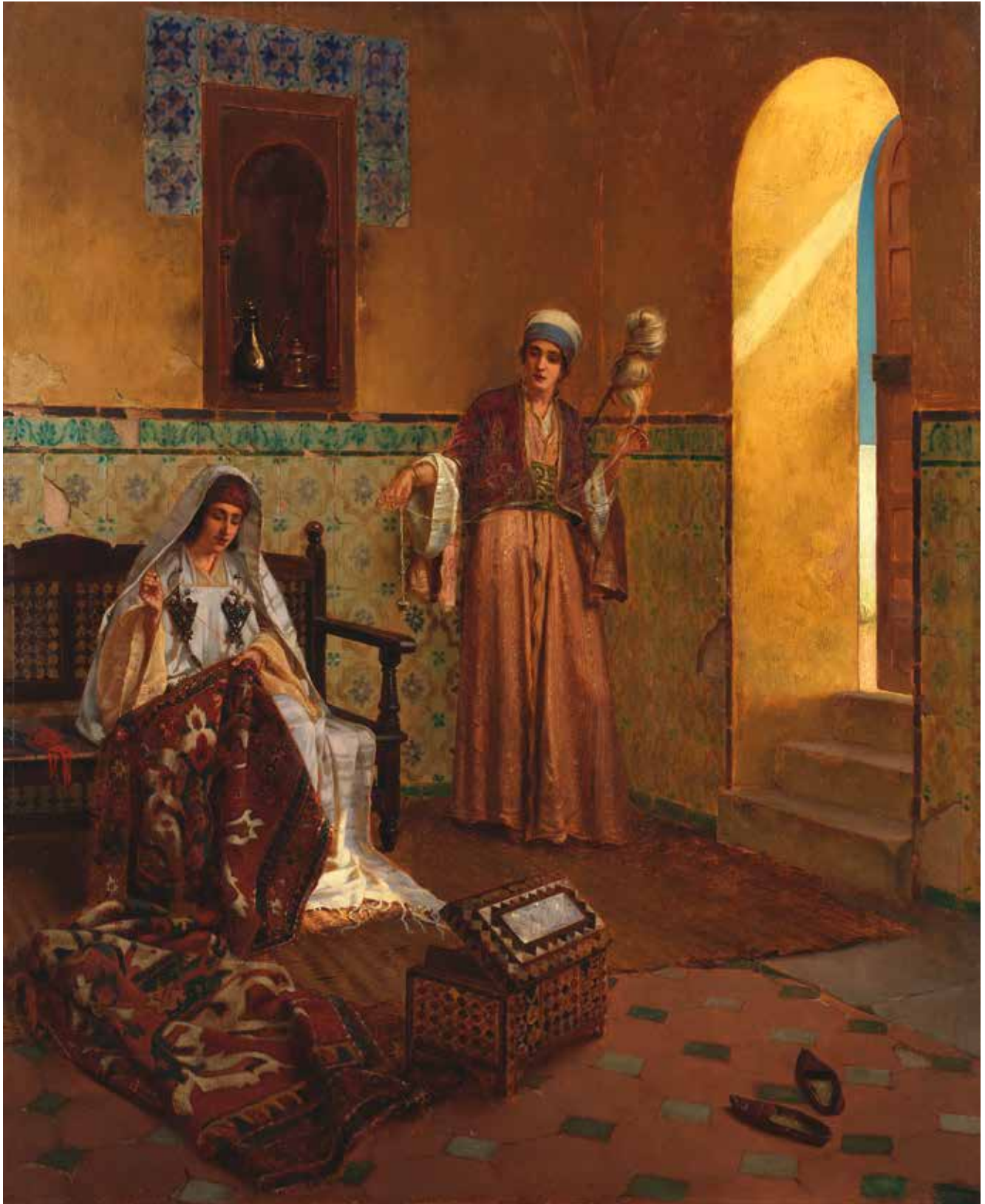
€34,000 - 56,000

US\$39,000 - 64,000

Provenance

Anon. sale, Christie's, London, 19 January 1968, lot 103. Originally offered as one of a pair, according to the catalogue entry for this sale, the present work was signed.

Private collection, Italy.



45

RUDOLF ERNST (AUSTRIAN, 1854-1932)

Evening in the garden

oil on panel

65.4 x 53.3 cm (25 3/4 x 21in).

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Provenance

Anon. sale, Christie's, London, 19 January 1968, lot 103. Originally offered as one of a pair, according to the catalogue entry for this sale, the present work was signed.

Private collection, Italy.



46

PAUL-CHARLES CHOCARNE-MOREAU (FRENCH, 1855-1931)

Au plus adroit

signed and dated 'CHOCARNE MOREAU/1905' (lower right)

oil on canvas

101.6 x 78.5cm (40 x 30 7/8in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 39,000



47

FERDINAND JOSEPH GUELDRY (FRENCH, 1858-1945)

Outrigger à deux
signed 'F. Gueldry' (lower left)
oil on canvas
45.7 x 61cm (18 x 24in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 39,000

Ferdinand Joseph Gueldry was a founder of the Société Nautique de Marne at Joinville-le-Pont. A keen rower, he set up his studio in Bry-sur-Marne in the eastern suburbs of Paris, about eight miles from the city centre, where he painted numerous scenes of rowing and regattas during the 1880s and 1890s.

By the end of the 19th century the passion for boating both for pleasure and sport had increased dramatically. Gueldry, an artist with a keen sense of line and an innate understanding of colour, was able to capture this unique period in Parisian history.





48

KNUD ERIK LARSEN (DANISH, 1865-1922)

Children reading by lamp light
signed with monogram (lower left)
oil on canvas
51 x 43.5cm (20 1/16 x 17 1/8in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

Provenance

Haynes Fine Art, Broadway.
Property of a deceased's estate.



49

FRANCISCO MIRALLES Y GALUP (SPANISH, 1848-1901)

An elegant woman on a river bank
signed and dated 'F. MIRALLES/1879' (lower left)
oil on panel

24.5 x 18.8cm (9 5/8 x 7 3/8in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,100 - 7,700

50AR

LAUREANO BARRAU BUÑOL (SPANISH, 1863-1957)

Mending the Ensign

signed 'L. Barrau' (lower right)

oil on canvas

81.3 x 101cm (32 x 39 3/4in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,000 - 13,000

Provenance

Anon. sale, Sala Parés, Barcelona, January 1986, lot 7190.





51

51
EDWARD WILLIAM COOKE, RA (BRITISH, 1811-1880)

Selling fish, Scheveling beach
 signed and dated 'E.W. Cooke. 1854.' (lower left)
 oil on board
 34.5 x 50cm (13 9/16 x 19 11/16in).

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000

Provenance

Burlington Paintings, London.
 Private collection, UK.

Literature

John Munday, *E. W. Cooke 1811-1880 A Man of his Time*,
 Woodbridge, 1996, no. 53/1, colour plate 69 (illustrated p. 123).

52

EDWARD PRITCHETT (BRITISH, 1828-1864)

The Bacino, Venice; The Dogana with San Giorgio Maggiore beyond,
 Venice
 a pair, both signed 'E Pritchett' (lower left)
 oil on canvas
 each 43 x 63.5cm (16 15/16 x 25in).
 (2)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Richard Green Gallery, London.
 Private collection, UK.



53

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

The mountain pass

signed and dated 'SRPercy.1872' (lower left)

oil on canvas

61.5 x 96.5cm (24 3/16 x 38in).

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Provenance

Property of a deceased's estate.



54

HENRY DAWSON (BRITISH, 1811-1878)

A view of the river Thames looking towards St. Paul's
signed and dated 'Dawson/1874' (lower right)

oil on canvas

81.5 x 127.5cm (32 1/16 x 50 3/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Anon, sale, Christie's, London, 20 July 1979, lot 129.

Private collection, UK.







55*

SIR LAWRENCE ALMA-TADEMA, OM, RA (BRITISH, 1836-1912)

The Education of the Children of Clotilde and Clovis
signed and indistinctly dated 'L. Alma Tadema 18..' (upper left)
oil on panel
65 x 91cm (25 9/16 x 35 13/16in).

£150,000 - 250,000

€170,000 - 280,000

US\$190,000 - 320,000

Provenance

Commissioned by Ernest Gambart, London, 1868.
José de Murietta Collection; Sale, Christie's, London, 23 May 1873.
Thomas Agnew & Sons, London (acquired from the above sale).
E Brander Matthews Collection, New York (acquired from the above).
James H. Stebbins Collection; Sale, American Art Associations, New York, 12 February 1889, lot 74.
Anon. sale, American Art Associations, New York, 5 April 1918, lot 165.
Holland Galleries, New York (acquired from the above).
Private collection, Florida, by 1973.
M. Knoedler & Co, New York.
Anon. sale, Christie's, New York, 3 February 1978, lot 167.
MacMillan & Perrin Galleries, Vancouver.
Anon. sale, Sotheby's, New York, 29 May 1980, lot 39.
Anon. sale, Sotheby's, New York, 31 October 1987, lot 67.
Private collection, Canada (acquired from the above sale).

Exhibited

London, French Gallery, *16th Annual Exhibition*, April 1869, no. 54.
New York, The Emily Lowe Gallery, Hofstra University, *Art Pompier, Anti-Impressionism*, 1974, no. 163.

Literature

Athenaeum, 10 April 1869, p. 510.
Illustrated London News, 10 April 1869, pp. 360-361.
J. Daiforne, 'The Works of Lawrence Alma-Tadema', *Art Journal*, XXVI, 1875, p. 136.
E. Shinn, *Art Treasures of America*, vol. I, 1879, p. 95.
C. Vosmaer, L. Alma-Tadema and C.J. G Vosmaer, *Alma-Tadema Catalogue Raisonné*, unpublished manuscript, Leiden, c. 1885, no. 76, 85.
J. Belcher, 'The Royal Gold Medal, 1906 presentation to Sir Lawrence Alma-Tadema', *Journal of RIBA*, London, 3rd series, vol. III, 30 June 1906, p. 444.
R. Dircks, 'The Later Works of Sir Lawrence Alma-Tadema O.M., R.A., R.W.', *Art Journal*, supplementary monograph, London, December 1910, p. 27.
V.G. Swanson, 'Alma-Tadema: his forgers and his imitators', *19th Century II*, New York, Winter 1977, no. 4, pp. 66-70, pl. 4.
V.G. Swanson, *The Biography and Catalogue Raisonné of the Paintings of Sir Lawrence Alma-Tadema*, London, 1990, pp. 150-151, no. 107.

Lawrence Alma-Tadema finished studying at the Antwerp Academy in 1858, subsequently joining Louis De Taeye's studio. This was instrumental in Alma-Tadema's training, helping to hone his historical research skills and cement a focus on archaeological accuracy. He then joined the studio of Baron Henri Leys, considered one of the most important painters in Belgium. Whilst in Leys's studio, Alma-Tadema painted his acclaimed oil of 1861, *Education of the Children of Clovis (School of vengeance, Training of Clotilde's sons)*. The work, larger than any known painting from this early period of Alma-Tadema's career, was widely exhibited; the dealer George Ebers declared in 1886 that the work, 'first laid the foundation of [the artist's fame]'.¹ Another critic claimed that it showed four elements of the artist's style: historical authenticity, genuineness of accessories, clarity of colour and skill in grouping figures.²

During the period between 1861-1865, Alma-Tadema painted four other works showing the history of the Merovingians. The Merovingians were a dynasty of Frankish kings who ruled in ancient Gaul from the 5th to the 8th centuries. The founder of the dynasty, Clovis I, reigned from 481-511 AD, and overthrew the last Roman governor to unify the Frankish kingdom, expanding the Frankish kingdom to include the Netherlands and much of the territory of what is now present day France. Merovingian history was not a very popular choice at the time for artists, although perhaps intriguing to Alma-Tadema due to his Dutch heritage.

Painted in 1868, the present lot, similarly to the 1861 work, presents an interpretation of 6th century events. The parents of Clovis' wife, Clotilde, were murdered by Gondobald, King of the Burgundians. Clotilde is shown training her sons to avenge the murders. The drama of the work is heightened by the young age of her sons: Chlomodér attempts to hit the target with an axe while Childebér awaits his turn, gripping an axe in his hands and the youngest, Chlothar, remains at the Queen's side. The stoic Queen is depicted, seated in a throne, her voluminous attire and pose radiating strength; she assesses the training ground with a steely, unflinching gaze.

The architecture in the present version is different from the 1861 oil. According to the *Journal of the RIBA*, the changes came in the wake of Alma-Tadema's trip to Italy in 1863, where he 'studied the Early Christian churches'. He has also implemented a more enclosed composition (without the glimpse of open, blue sky and the greenery in the courtyard) and with less figures present, it focuses the viewers' attention on the Queen and her protégés.

The present lot was commissioned by Ernest Gambart, the hugely influential Belgian born dealer and print publisher. Gambart was instrumental in promoting a number of artists; among the most popular reproductions that he published were William Holman Hunt's *The Light of the World* (1858) and William Powell Frith's *The Derby Day* (1858). Gambart met Alma-Tadema in 1864 and encouraged him to come to England under his patronage. Alma-Tadema depicted Gambart in his Royal Academy exhibit from 1874, entitled *The Picture Gallery* (Towneley Hall Art Gallery and Museums, Burnley).

¹ G Ebers, *The Ebers Gallery*, Stuttgart and Leipzig, 1886, p. 23.

² V.G. Swanson, *The Biography and Catalogue Raisonné of the Paintings of Sir Lawrence Alma-Tadema*, London, 1990, p. 129.





56*

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Primroses

signed and dated 'JAGrimshaw./1862.' (lower centre)

oil on board

28.6 x 35.5cm (11 1/4 x 14in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

We are grateful to Alexander Robertson for confirming the attribution to John Atkinson Grimshaw on the basis of photographs.

The present lot was painted at the beginning of what was to become an extraordinary career. Having left his job as a railway clerk, between 1861 and 1863 Grimshaw produced a series of studies from nature, often painted in the woods around Adel, or using stones, flowers and other objects gathered from nature and rearranged into compositions in his studio. These early works, which owe a huge debt to John William Inchbold, are often signed 'J. A. Grimshaw' in a gothic script. See for example *A Thrush's Nest* (1862, illustrated in Alexander Robertson, *Atkinson Grimshaw*, London, 1988, p. 6) and *Thrush's Nest, Primroses, Pear Blossom* (1862, sold in these rooms, 23 January 2014, lot 77).



57*

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Two Thousand Years Ago

signed 'Atkinson Grimshaw' (on the base of the marble bench, lower right)

oil on canvas

75.3 x 127.3cm (29 5/8 x 50 1/8in).

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

Provenance

Anon. sale, Sotheby's, London, 29 March 1984, lot 100.

Owen Edgar Gallery, London.

Private collection, Canada.

Literature

Alexander Robertson, *Atkinson Grimshaw*, Oxford, 1988, pp. 54, 58, 61 (illustrated pl. 41, pl. 47 detail).

Jane Sellars (ed), *Atkinson Grimshaw, Painter of Moonlight*, Harrogate, 2011, p. 93.





Fig 1 Sir Lawrence Alma-Tadema, *A Solicitation*, watercolour, 23 x 45cm, Private collection

In the 1870s, Atkinson Grimshaw, by now becoming well-established as a painter of nocturnes and moonlit street and harbour scenes, experimented with a series of figurative paintings, clearly influenced by Tissot. The success of these works, such as *Snowbound*, *Summer* and *Dulce Domum*, led the artist to further excursions into the figurative genre, in search of a more sophisticated and wealthy audience.

Spending much of his time in London during this period, Grimshaw would have seen Tissot's work at Agnew's exhibitions; he would have also encountered the work of Alma-Tadema, the great master of depicting the domesticity of ancient Rome. These bright, colourful and highly-detailed visions of the ancient world were hugely popular among Victorian collectors, and were perfectly analogous to Grimshaw's techniques. As Alexander Robertson notes, 'it was in these pictures that Grimshaw's early training in truth to nature and close observation paid off as he became adept at capturing the surface textures of household objects and the sheen and satin of marble panels'.¹

Robertson further notes, that, while some of Grimshaw's Tadema-inspired works were little more than pastiches, the present lot, painted in 1878, was 'the most successful... of this genre....Here Grimshaw's figures (often a problem for him, with his lack of professional training) are convincingly worked out, as is the overall detail, bathed in the brilliant light that gives the painting its feeling of airiness'.²

Grimshaw clearly drew inspiration for *Two Thousand Years Ago* from Alma-Tadema's work *Pleading* (1876, now in the collection of the Guildhall Art Gallery, London), a glorious meditation on frustrated love, set against a sparkling Mediterranean sea (a small watercolour version of this work, *A Solicitation* was sold in these rooms, 1 March 2017, lot 32, fig 1). In Grimshaw's composition the arrangement of the figures is reversed, and the coastline is replaced by the dense branches of a tree, painted with the artist's usual meticulous detail. Both works retain the same sense of unrequited desire, the male figure prostrate before a seemingly uninterested female.

The work would most likely have been painted in Grimshaw's studio at 'The Castle-by-the-sea', the house the family rented in Scarborough. Edwina Ehrman notes that the borders of the studio floor were decorated with 'a printed, tessellated marble floor-cloth' and that the artist 'probably used floor cloths simulating mosaic flooring when he painted *Two Thousand Years Ago*'.³

¹ Alexander Robertson, 'Atkinson Grimshaw: Life and Work', published in Jane Sellars (ed), *Atkinson Grimshaw, Painter of Moonlight*, Harrogate, 2011, p. 12.

² Alexander Robertson, *Atkinson Grimshaw*, Oxford, 1988, p. 58.

³ Edwina Ehrman, 'Artistic Interiors', published in Jane Sellars (ed), *Atkinson Grimshaw, Painter of Moonlight*, Harrogate, 2011, p. 93.





58*

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Figure by a moonlit lake

signed and dated 'AtkinsonGrimshaw 1876' (lower right)

oil on card

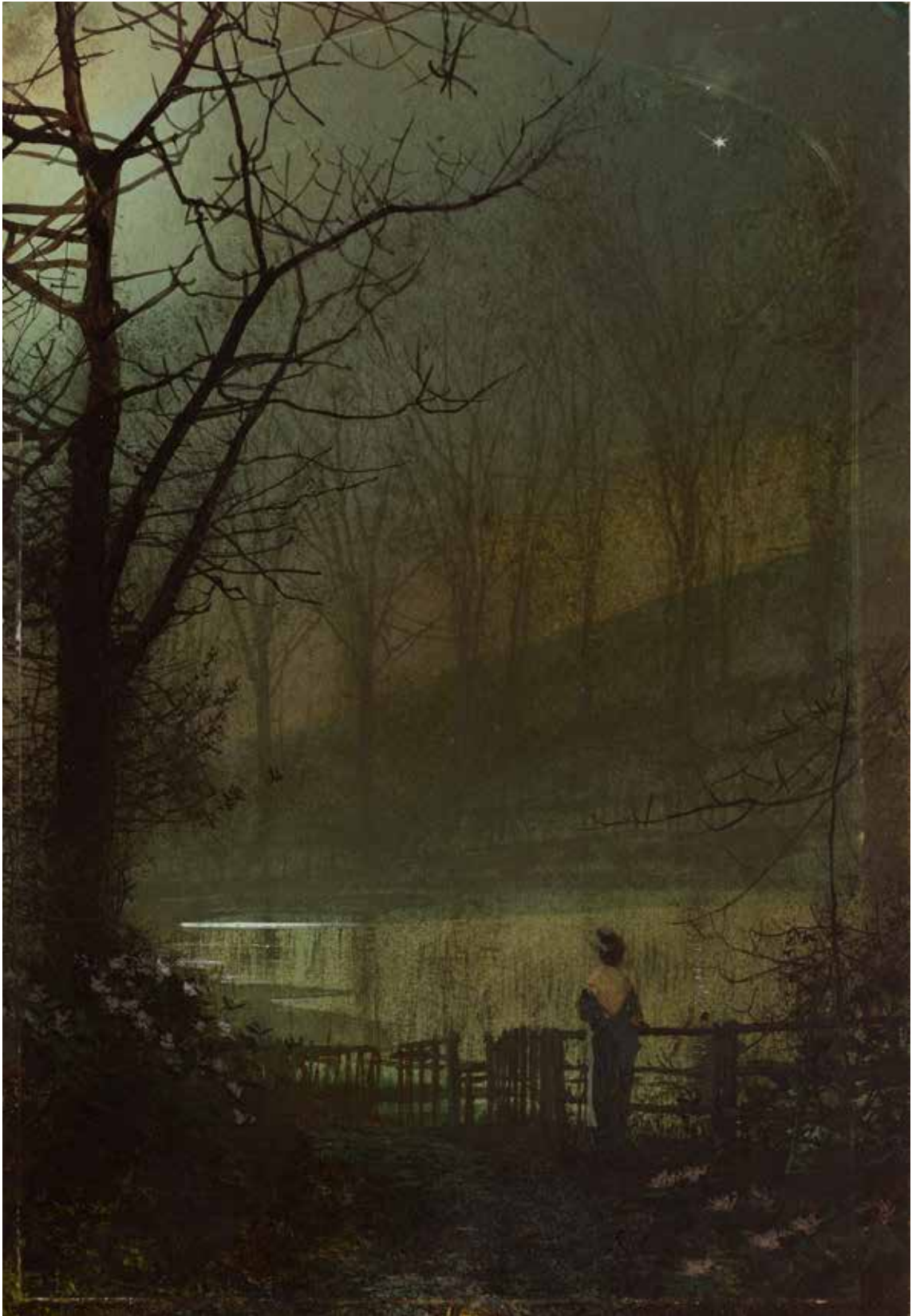
35.5 x 24.1cm (14 x 9 1/2in).

£40,000 - 60,000

€45,000 - 67,000

US\$51,000 - 77,000

We are grateful to Alexander Robertson for confirming the attribution to John Atkinson Grimshaw on the basis of photographs.





59

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Autumn glow

signed and dated 'Atkinson Grimshaw 1882+' (lower right)

oil on board

41.5 x 34.3cm (16 5/16 x 13 1/2in).

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

We are grateful to Alexander Robertson for confirming the attribution to John Atkinson Grimshaw on the basis of photographs.

Provenance

Private collection, UK.





Fig 1 William Bell Scott, Study for *The Norns*, Pen and ink, brown and grey wash on tracing paper, 24.2 x 16.1cm, National Galleries of Scotland, purchased 1950

60

WILLIAM BELL SCOTT (SCOTTISH, 1811-1890)

The Norns watering the Tree of Life
signed and dated 'W. B. Scott 1876' (lower right); signed with monogram (centre left); titled in stylised script (around the neck of the central urn)

oil on canvas

175 x 114.5cm (68 7/8 x 45 1/16in).

Presented in the original gilt frame decorated by Henry Treffry Dunn

£60,000 - 80,000

€67,000 - 90,000

US\$77,000 - 100,000

Provenance

Dr. Elton Augustus Eckstrand (1928-2008) Collection, Penkill Castle, Scotland (castle and contents acquired in 1978).

The Property of Elton A. Eckstrand; Sale, Christie's, Penkill Castle, Scotland, 15 December 1992, lot 181.

Private collection, UK (acquired from the above sale).



The BOBBS watering the TREE of LIFE.



Penkill Castle, Interior Hall, from a painting by Arthur Hughes, RA

While Medieval literature was a predominant inspiration, William Bell Scott like William Morris, was fascinated by the ancient legends and particularly drawn to the Nordic myths – a theme that Scott so admirably visualises in the present work. Dated 1876, this large oil depicts the Norns – the three Nordic goddesses who, as dispensers of fate, represented the past, present and future. They were charged with tending the Yggdrasil (or Iggdrasil), a mighty ash tree that supported the whole universe. This tree of life had three main roots, one of which extended into the dwelling of the gods, known as Asgard. Beside this root was a spring, from which the Norns constantly watered the tree. Scott, who was a skilled artist and writer, composed a poem to accompany this painting. In 1876 he sent his verse *The Norns Watering Yggdrasil* to *The Athenaeum* and later featured it in *A Poet's Harvest Home, being one hundred Short Poems by William Bell Scott*. The anthology, published in 1882, was dedicated to William Michael Rossetti, brother of his other great friend Dante Gabriel Rossetti. The painting was also reproduced as an engraving, appearing in *The Etcher*, 1879, vol. I, pl. 3, of which an example can be found in the Fine Arts Museums of San Francisco.

Of Scott's many obituaries, *The Academy*, (6th December 1890, p. 529) described this oil as "his last easel painting of significance." The painting comes with a fascinating history since it once hung at Penkill Castle, the home of Alice Boyd, Scott's pupil, muse, and lover. He and Alice first met in 1859, when Scott was head of the Newcastle School of Design and while he was still working on his famous historical murals for the Trevelyan family at Wallington, Northumberland. At the time Alice, who never married, was living at Penkill with her much adored brother Spencer, who had inherited the fairy-like castle near Girvan. As 14th laird, Spencer lovingly restored the somewhat dilapidated castle with its round tower and crenellated battlements overlooking the Firth of Clyde toward the Isle of Arran. When Spencer Boyd died prematurely in 1865 and Alice became the 15th laird, Scott was keen to continue his visits to Penkill. Thus, he embarked on decorating the walls of the spiral staircase in the new tower with murals illustrating scenes from *The King's Quair*, a poem believed to have been written by James I of Scotland while imprisoned at Windsor Castle. During his many visits to Penkill, Scott, sometimes brought his wife Letitia, who accepted his and Alice's close relationship. In fact, the *ménage à trois* seemed to work well with the Scotts spending part of

the summer at Penkill and then Alice staying with them during the winter months at their London homes, firstly at Elgin Road, Notting Hill and then at 92 Cheyne Walk, Chelsea (close to Rossetti who lived at no. 16). In addition to Scott, other visitors to Penkill from the Pre-Raphaelite fraternity included Dante Gabriel Rossetti, his sister Christina, William Morris and Arthur Hughes. During his stays, Hughes painted views of the garden and interior including one of the main hall, where the present painting eventually hung above the fireplace. Scott's last five years were spent at Penkill, with Alice as his constant companion. He died there on 22nd November 1890 and was buried nearby in Old Daily churchyard in the Boyd family burial plot. When Alice died in 1897, she too was buried there.

In a letter dated 18th April 1876 to William Michael Rossetti, Scott invited him and his wife to see his picture at his home in Cheyne Walk. This is assumed to be the present work for in a subsequent letter to W. M. Rossetti, dated July 2nd 1876, he urged both him and his brother Dante Gabriel to "make another inspection of *The Norns Watering Iggdrasil*, on which he has done further work, and has also sent a poem on the subject to *The Athenaeum*" (online annotations to William Bell Scott's letters at Durham University Library, respectively MSS. 838/115 and 838/120/1-2). When apart from Alice, Scott regularly wrote to her. In his discussion of these letters, W. E. Fredeman notes that in June 1876 "Scott's spare time was devoted to etching a number of his 'Backhome' sketches, visiting the R. A. Exhibition, painting on his picture, *The Norns....*", to which he added a footnote "This picture, for which H. T. Dunn [Henry Treffy Dunn] was decorating the frame, is discussed in several letters quoted here; its present location is unknown. WBS' poem on the picture appears in *A Poet's Harvest Home*." (William Evan Fredeman, *The Letters of Pictor Ignotus: William Bell Scott's Correspondence with Alice Boyd, 1859-1884*, 1976, p. 319).

The fact that the decoration of the frame was given to Henry Treffy Dunn, Rossetti's studio assistant, adds weight to the importance to which Scott placed on his painting. Dunn was working on the frame during 1877. On June 19th that year, Scott noted in a letter to Alice "I first went along to Rossetti's not to see him but Dunn to understand whether he had got the verses on the label done." Four months later, on 17th October, he referred once more to Dunn and Rossetti (who





was in poor health) "Yesterday Dunn came in by way of seeing the *Norns*' frame now the label is on it, but I fancy to tell me about DG [Rossetti]" (ibid, pp. 324-5).

Following Alice Boyd's death in 1897, Penkill and all its works of art were inherited by her spinster half-niece Eleanor Margaret Courtney Boyd (1864-1946; whose father was the son of Alice and Spencer Boyd's mother by her second marriage). When Eleanor Margaret died in 1946, the building and contents were passed to her half-sister Evelyn May Courtney, who then added Boyd to her name when inheriting the castle and becoming laird of Penkill. A former dancing teacher and gentle by nature, she grew frail, in debt and prone to unscrupulous visitors who 'borrowed' or took items from Penkill. In particular, she fell prey to Willie Hume, who delivered her milk and other requirements. He moved into the gate lodge as her caretaker, then persuaded her to sell the lodge for a nominal sum and gradually began selling items from Penkill. On one occasion Hume and a local antiques dealer tried to remove a portrait by Scott of Alice and her brother Spencer which was firmly fixed to the wall. On the frame was a sign written by Scott warning "Move not this picture, Let it be, For love of those in effigy." Taking no notice of the words, Hume duly removed the portrait but immediately he began choking and died from angina that night. The incident prompted Evelyn May to sell the castle and its remaining art in 1978. The purchaser was Dr Elton Augustus Eckstrand, an American lawyer with a passion for the Pre-Raphaelites. He enjoyed this painting hanging in prime position in the main hall over the fireplace, one of the three fates most notably casting her sombre otherworldly gaze on all who passed beneath her. Eckstrand cared for Penkill but when reaching sixty, he decided that it was time to move on. The castle was sold separately while the contents were auctioned on site by Christie's in December 1996. The sale comprised 325 lots to include original pieces of furniture and furnishings that Alice and Scott would have used. Among the many works of art, were ancestral portraits, paintings by Arthur Hughes and a number by Alice which more than demonstrated her skill as an artist. There were also over thirty drawings, watercolours and oils by Scott (some being grouped into one lot). Among them were historical and literary scenes, portraits of Alice, her brother Spencer and their grandfather as well as a full-scale drawing for 'The Norns Watering the Tree of Life' and of the course the painting itself, which was acquired by the present owner.

Since then it has appeared on national television and was the inspiration for a scene in a large format 70mm film, 'Sacred Journey', about the life of St Cuthbert and the foundation of Durham Cathedral and City, which also included other imagery inspired by Scott's Northumbrian murals.

We know that the work was owned by Eckstrand and was included in his sale in 1996. However, knowledge of its ownership prior to Eckstrand is more speculative, especially since when writing in 1976, W. A. Fredeman noted that "its present location is unknown" (Fredeman, *op. cit.*, p. 319). Fredeman visited Penkill in the 1960s so either he missed the work, which may have been in storage or it was not at Penkill at that stage but was acquired by Eckstrand, who then later took it to the castle. Sadly, Fredeman is no longer alive so cannot be consulted. Despite this discrepancy, it is logical to assume that the painting was at Penkill when Scott died in 1890 and that it was still there when Alice died six and a half years later. If that was the case, it would then have been inherited by Eleanor Margaret Courtney Boyd and in turn by Evelyn May Courtney Boyd.

Six preparatory drawings for the finished oil are in the National Galleries of Scotland Collection. These provide an interesting insight into how Scott developed his composition. Two are intricately detailed watercolour studies of the ash tree's foliage and bark, together with some lines from his poem. Three others are pencil drawings of the Norns themselves and clearly indicate that at one stage Scott had intended for one of the goddesses to be leaning forward while holding onto the handle of a large urn. A sixth study or cartoon worked in pen and ink with subtle brown and grey washes on tracing paper shows the final composition as here with the three Norns, the birds above and swans below in the same poses (fig 1). The finished oil, which is a synthesis of these and other unrecorded studies, stands as testimony to Scott's skill as an artist and storyteller.

Sir Edward Coley Burne-Jones, BT., ARA, RWS (British, 1833-1898)

A collection of drawings, property of a Charitable Trust (lots 61-70)

Edward Burne-Jones was unusual in the pattern of his early career in that he received virtually no professional training, either at an art school, of which the most prominent in London in the middle years of the 19th century was that run by the Royal Academy, or in the studio of an established artist. In the summer of 1855 he abandoned his studies for a degree in Theology at Exeter College, Oxford, having decided instead to become a designer and painter. He was encouraged in this endeavour by conversations with his friend and fellow-student, William Morris, who was likewise determined to be an artist, and both in turn had been stimulated by the writings of John Ruskin, notably the first two volumes of *Modern Painters*. Burne-Jones received some informal instruction from Dante Gabriel Rossetti, who he met in 1856, and a year later he joined the band of young artists who worked with Rossetti on mural paintings for the newly constructed Oxford University Union debating chamber. Burne-Jones also occasionally attended life drawing classes at Leigh's School in Newman Street, but the instruction received seems to have made little impression upon him.

From 1859 to 1861 Burne-Jones taught drawing classes at the Working Men's College in London, specialising in figurative art while Ruskin taught students to draw specimens from nature and landscape. In this period, Burne-Jones made a series of extraordinary drawings in pen and ink, imitative of etched line and ornately patterned across their entire surfaces, showing single or grouped draped figures in landscape settings. Works such as *The Wise and Foolish Virgins* (private collection) of c. 1859, may be regarded as the springboard for his career as a draughtsman. A lingering medievalism, derived from the artist's friendship with Rossetti, gradually diminished in the early 1860s. These were the years when Burne-Jones was most directly under Ruskin's influence, and it was he who encouraged the younger artist towards a more classical approach and emphasised the vital role that drawing should have in the artistic process. In 1862 Ruskin took Burne-Jones and his wife Georgiana to northern Italy, to look at paintings and works of art together and thus for Burne-Jones to appreciate and learn from historical schools of art. Subsequently, and again at Ruskin's behest, Burne-Jones drew from ancient sculpture, studying the forms of anatomy and learning how drapery folds can be used to reveal the dynamic musculature and softness of flesh.

As a draughtsman, therefore, Burne-Jones was largely self-taught but also one who in the early stages of his career was influenced by and responded to a succession of people who cared passionately about drawing. For Rossetti and Ruskin, and then for Burne-Jones, drawing represented the vital stage in the preparation of a work of art in which its unique identity was instilled. The act of drawing revealed the most private aspect of an individual's creativity, and in the process of which artists might challenge themselves and search for personal expression. Burne-Jones was to become an artist whose works defined his generation, and one whose reputation and influence was of international extent. His works are a byword for the escapist and romantic culture that came about in Britain in the last four decades

of the 19th century. It is, nonetheless, in his drawings that the artist's most essential personality is to be seen and the unique and epicene beauty of the imagery that he created appreciated.

Burne-Jones drew for the sheer pleasure of drawing. The sensuousness of his handling of line in ink, pencil or chalk, and his feeling for granular or hatched texture on paper, touches us and allows us to sense the satisfaction, matched by intense concentration, which he felt in making such beautiful images. As the century wore on, increasingly men and women of taste came to value drawings for their own sake, regarding them as complete works of art and with the added virtue of having been made for private delectation. Throughout his career, Burne-Jones made drawings that were independent of any larger creative process, but simply intended to serve the Aesthetic cult whereby a work of art might be seen as a mirror of the artistic soul.

On other occasions, however, in fact most usually in terms of the artist's larger production, his drawings served a practical purpose. Compositions were conceived and evolved in swift thumb-nail sketches; figurative elements and physiognomies were defined on the basis of study from the model; the physical gestures and stances that make his pictorial story-telling so immediate were rehearsed in smudged and telegraphic line in the pages of notebooks and albums, and on scraps of paper. Such sketches, however intrinsically beautiful they may be, were made as part of the process by which the elements of his compositions were melded and wrought into the form which he desired. Everything Burne-Jones did, from the murals and schemes of stained glass with which his career as an artist in the public eye commenced, through to his vitally important (though sometimes overlooked) designs as an illustrator, to the paintings and watercolours – whether in single compositions or as series – of mythological or legendary subjects, was prepared in this way.

While on the one hand Burne-Jones invented his pictorial imagery with such freedom and spontaneity, and with an impassioned sensuousness which is best appreciated in his work as a draughtsman, on the other, he was conscientious and systematic in the way in which he held the intended eventual work in mind as he devised the myriad elements and details from which it would consist. Amongst this present wonderful group of drawings are studies relating to parts of compositions and schemes, some of which were carried through while others remained incomplete. The connection between these personal and intense observations of the constituent parts of compositions and the finished paintings for which they were intended, is fascinating. In this respect he was working according to the precepts and methods of the painters of the Italian Renaissance, and thus fulfilling Ruskin's ambition on his behalf that he should become their 19th century counterpart.

We are grateful to Christopher Newall for preparing the above introduction and his assistance in cataloguing the following lots.

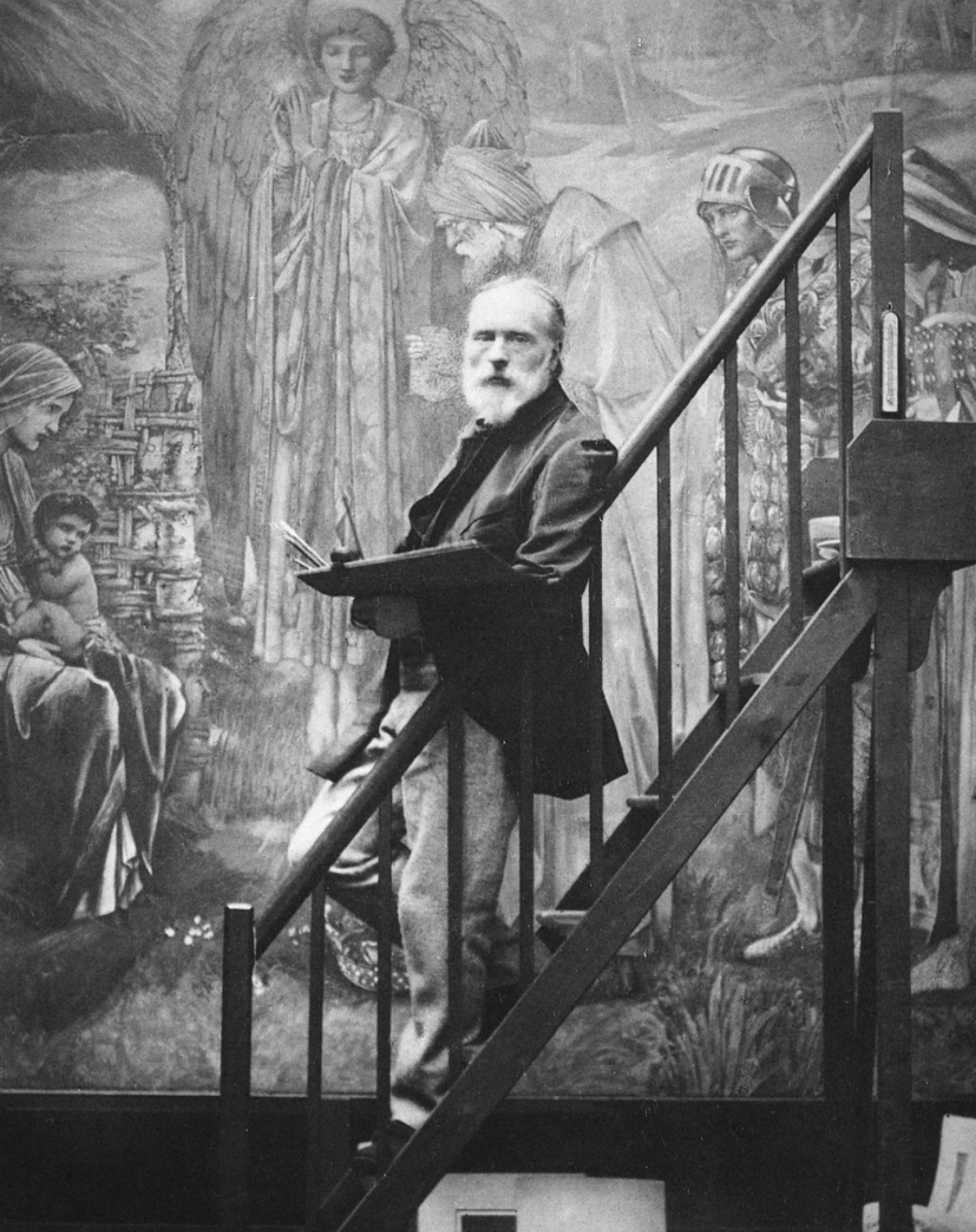




Fig 1 Sir Edward Coley Burne-Jones, *The Baleful Head*, illustration from William Morris' 'The Earthly Paradise'; Perseus shows Andromeda the head of Medusa reflected in a well, 1887, oil on canvas, Staatsgalerie Stuttgart, Germany © Bridgeman Images

61†

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

Study of the head of Medusa for *The Baleful Head*
signed with initials, inscribed and dated 'EBJ/1879/MEDUSA' (lower right); signed with initials 'EBJ' (lower left)

pencil

31.5 x 26cm (12 3/8 x 10 1/4in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

F. R. Meatyard, London.

This is a study for the head of the Medusa for *The Baleful Head*, which was the final composition of the 'Perseus Series', and corresponds to the treatment of this crucial motif as it appears in both the watercolour version of the subject in Southampton Art Gallery, of 1885, and in the oil in the Staatsgalerie, Stuttgart (exhibited 1887, fig 1). Perseus holds the head in his left, grasping it by the mass of snakes that form its hair, while he and Andromeda look down at the head's reflection in the surface of a well.





62†

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

Study for the figure of Andromeda in the projected composition *The Court of Phineus*

bears inscription '3' (upper right)

pencil

27.2 x 18.2cm (10 11/16 x 7 3/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,900 - 6,400

This is a study for the figure of Andromeda in the projected composition *The Court of Phineus*, which was intended to carry forward the legend of Perseus and Andromeda, as explored in 'The Perseus Series'. The composition was not part of the scheme devised for Arthur James Balfour, and was abandoned at an early stage, but is known from a compositional study in a sketchbook now in the Fitzwilliam Museum, Cambridge (reproduced as illustration 120 in Kurt Löcher, *Der Perseus-Zyklus von Edward Burne-Jones*, Staatsgalerie, Stuttgart, 1973), and from an oil sketch showing the figures of the attendants of King Polydectes at the moment when turned to stone by the sight of the Medusa's head (private collection). Andromeda is shown in the drawing turning her head and shielding her eyes so as to prevent herself from seeing the Medusa, which Perseus brandishes in his left hand.



63†

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

Study of the hands of the Graiae from *Perseus and the Graiae*
bears inscription 'Hands of Gorgons/Perseus Series.' (lower right); bears
inscription '27' (upper right)
pencil

27.2 x 17.9cm (10 11/16 x 7 1/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,600 - 3,900

These studies relate to the hands of the Graiae in *Perseus and the Graiae*, which is the second composition in the 'Perseus Series'. This exists in three versions: the preparatory gouache in Southampton Art Gallery; the sculpted version against a wooden background and with gilded lettering, now in the National Museum of Wales; and the oil version in the Stuttgart Staatsgalerie. All were worked on over the period 1875-92.



(reverse)

64†

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

Study of a head in profile
bears inscription '37' (upper right)
pencil

25.5 x 18cm (10 1/16 x 7 1/16in).

There is a pencil study of drapery on the reverse of the sheet

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

Provenance

Collection of Margaret Mackail, daughter of the artist.

The study on the reverse is suggestive of the fall of drapery in the gouache composition *Hesperus, the Evening Star*, of 1870 (ex collection of George Howard, and by descent).





65†
SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS
(BRITISH, 1833-1898)

Study of a male nude from the 'Troy Triptych'
pencil
18 x 12.8cm (7 1/16 x 5 1/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

This study of a male nude relates to a part of the 'Troy Triptych', commenced in 1870 but left unfinished, and which is now in Birmingham Museums and Art Gallery. The corresponding figure appears as an upright panel on what is supposed to be a projecting pier in the lower part of the scheme and on the extreme right side. The many different compositions that form the overall Triptych were intended to tell the story of ancient Troy, coupled with mythological subjects. The corresponding subject was intended to show 'Love overcoming Oblivion'.

66†

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

Study of the head of a man in profile for *The Petition to the King*
bears inscription 'Richard/78 Charlton St/Euston Road' (upper
right)

pencil

20.4 x 18cm (8 1/16 x 7 1/16in).

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600

This is a study for *The Petition to the King*, which was the second canvas in the series 'The Story of St George'. The figure to which it relates is in the foreground on the right side and represents one of the king's subjects who plead to be released from the scourge of the dragon, leading to the king's decision that the young maidens of his kingdom should draw lots to decide who should be sacrificed. In the following canvas, entitled *Moritura*, the king's daughter, the Princess Sabra, draws the fateful lot.

The series was commissioned by the artist Myles Birket Foster for his house, The Hill, at Witley, and was produced with assistance from Charles Fairfax Murray in 1865-7. The canvases have been dispersed, with the two subjects referred to above in a private collection in the USA.



66

67†

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

Study of two girls, head and shoulders

pencil

25.2 x 17.6cm (9 15/16 x 6 15/16in).

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600



67



(reverse)



Fig 1 Sir Edward Coley Burne-Jones, *The Golden Stairs*, 1876–1880, 2.69 x 1.17m, Tate Images/Digital Image © Tate, London 2014

68†

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

Study of the head of a woman for *The Golden Stairs*

pencil

26.3 x 17.5cm (10 3/8 x 6 7/8in).

There is a pencil study of drapery on the reverse of the sheet

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000

This is a study for the head of a woman appearing in *The Golden Stairs*, of 1880, in the Tate (fig 1). The figure in question appears in the uppermost register, five from the left. Anne Anderson, in her article *Soul's Beauty: Burne-Jones and Girls on 'The Golden Stairs'* (*Journal of the Victorian Society of America*, Spring 1998, pp. 17-23), has not identified the model for this particular figure.





(reverse)

69†

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

Study of the heads of two girls

pencil

30.5 x 23.8cm (12 x 9 3/8in).

There is a pencil study of legs on the reverse of the sheet

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000

The profile is probably connected with the composition *Danae and the Brazen Tower*, of 1876-88, in Glasgow City Art Gallery. The male legs on the verso might be connected with the Musée d'Orsay version of *The Wheel of Fortune*, of 1875-83. Alternatively (or as well), they may be linked to the figure of Perseus in *The Call of Perseus* in the Southampton watercolour version of 1877.





Fig 1 Sir Edward Coley Burne-Jones, 'The Briar Rose' Series, 1: *The Prince Enters the Briar Wood*, 1870-90, oil on canvas, Faringdon Collection, Buscot, Oxon, UK, © Bridgeman Images

70†

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

Study of the top of the head and shoulders of a figure from *The Briar Wood*

white and black chalk on buff paper laid down on canvas
32 x 33cm (12 5/8 x 13in).

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,600

This is a compositional study for the painting *The Briar Wood*, of 1874-84, and which is the first subject in the 'Briar Rose series' (fig 1). The drawing corresponds to the sleeping figure of a knight in the final version of the subject, now at Buscot Park, Berkshire. The corresponding figure is seen on the right hand side in the middle ground.





OTHER PROPERTIES

71

SIR PHILIP WILLIAM BURNE-JONES BT. (BRITISH, 1861-1926)

The Village Church, Rottingdean
signed with initials and dated 'P.B.-J. 1909.' (lower left)
watercolour

17 x 18cm (6 11/16 x 7 1/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Arthur, Lord Baldwin of Bewdley.
Gifted as a wedding present to the mother of the present owner.

Exhibited

London, Dowdeswell Galleries, *Works by Sir Philip Burne-Jones, Bt.*,
April-May 1914.

Arthur Baldwin (1904-1976), the original owner of the present lot, was the son of Stanley Baldwin (1867-1947), who served three separate terms as British Prime Minister. Stanley Baldwin's wife, Lucy (née Risdale) was the great-great-aunt of the present owner.

The Burne-Jones and Baldwin families were related by marriage; Arthur Baldwin's grandfather married Louisa Macdonald, whose own sister Georgiana Macdonald married Sir Edward Coley Burne-Jones.

Rottingdean, the location of the church in the present lot, draws together the history of the Ridsdale, Burne-Jones and Baldwin families, all of whom lived in the village. Another view of the Church, painted by Philip Burne-Jones in 1891, was exhibited alongside the present lot at the Dowdeswell Galleries exhibition in 1914.



72*

DANTE GABRIEL ROSSETTI (BRITISH, 1828-1882)

The Sisters

signed with monogram (lower right)

pen and brown ink

15.6 x 9.4cm (6 1/8 x 3 11/16in).

Executed circa 1856

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

P. & D. Colnaghi & Co. Ltd., London, by 1948.

E. Schreisheimer.

L. G. Duke.

William Darby, London.

Private collection, New Zealand (acquired from the above in 1971).

Exhibited

Eton College, 1948, no. 42.

Stone Gallery, Newcastle, 1974 (according to a label on the reverse).

Literature

Virginia Surtees, *The Paintings and Drawings of Dante Gabriel Rossetti*,
A catalogue raisonné, Oxford, 1971, p. 226, no. 704.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



73

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Winter tracks

signed and dated 'Archibald Thorburn/1913-' (lower right)

watercolour and bodycolour

18.3 x 27cm (7 3/16 x 10 5/8in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

Provenance

Anon. sale, Sotheby's, London, 5 February 1991, lot 3.



74

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Stoat (winter)

signed and dated 'A. Thorburn/1919' (lower right); inscribed 'Stoat.

(winter)' (lower centre)

watercolour heightened with white

37.5 x 47cm (14 3/4 x 18 1/2in).

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

A. Baird Carter.

Private collection, UK.

Literature

Archibald Thorburn, *British Mammals*, London, 1920, Vol. 1, pl. 22.

Archibald Thorburn, *The Complete Illustrated Thorburn's Mammals*, Ware, 1989, pp. 73-75 (illustrated in colour p. 76).

Following on from the huge success of *British Birds*, Thorburn produced a series of 50 watercolours entitled *British Mammals*, originally published in 2 volumes in 1920. The present lot was reproduced as plate 22.

Thorburn noted of the work that the stoat is 'taken from the specimen obtained in Argyllshire in January 1919, which shows the full winter pelage, excepting a small mask of brown on the face, always the last part to change'.¹

¹ Archibald Thorburn, *The Complete Illustrated Thorburn's Mammals*, Ware, 1989, p. 74.





75

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Blackgame in woodland, winter

signed and dated 'Archibald Thorburn/1923' (lower left)

watercolour heightened with bodycolour

51.5 x 74.5cm (20 1/4 x 29 5/16in).

£50,000 - 70,000

€56,000 - 78,000

US\$64,000 - 90,000

Provenance

Private collection, UK.

A similar composition to the present lot, painted in 1924 and larger in size, was sold in these rooms, 11 July 2012, lot 106.

76

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Ptarmigan in the snow

signed and dated 'A. Thorburn/1929.' (lower left)

watercolour heightened with bodycolour

18.5 x 27.5cm (7 5/16 x 10 13/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Richard Haworth, Blackburn.

Private collection, UK.



77

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

The Bridge

signed and dated 'STANHOPE A FORBES/1888.' (lower right)

oil on canvas

61 x 76.5cm (24 x 30 1/8in).

£30,000 - 50,000

€34,000 - 56,000

US\$39,000 - 64,000

Provenance

Possibly John Maddocks Esq. Collection, Bradford¹.

Private collection, UK.

Exhibited

London, New English Art Club, 1889, no. 95.

Literature

Pall Mall Gazette 'Extra', 1889, p. 91 (illustrated).

'New English Art Club', *The Academy*, 27 April 1889, p. 294.

'The New English Art Club', *The Daily News*, 16 April 1889, p. 3.

'Our Ladies' London Letter', *Irish Society*, 27 April 1889, p. 269.

'Art in May, Exhibitions of the Month', *The Magazine of Art*, p. xxix.

'In the Picture Galleries', *The World*, 24 April 1889, n. p.

Butler Wood, 'The Maddocks Collection at Bradford', *The Magazine of Art*, 1891, p. 306.

Wilfrid Meynell, 'Mr Stanhope Forbes ARA', *The Art Journal*, 1892, p. 65 (illustrated p. 69).

Mrs Lionel Birch, *Stanhope A Forbes ARA and Elizabeth Stanhope Forbes ARWS*, 1906, Cassell & Co, p. 36.

C Lewis Hind, *Stanhope Forbes RA*, 1911, Art Journal Christmas Number, p. 11 (illustrated p. 13).

Elizabeth Knowles, *Stanhope Forbes, Father of the Newlyn School*, Sansom & Company, Bristol, Penlee House Gallery & Museum, Penzance, 2017, p. 114.





Fig 1 Stanhope Alexander Forbes, *On the Bridge*, 1925, 61 x 76cm, Harris Museum, Art Gallery & Library, Preston

Boys and girls are fishing on the old bridge at Street-an-Nowan between Penzance and Newlyn as an angler adjusts his line. A carthorse crosses the bridge and a sailor in uniform, home on furlough, is talking to a woman – his presence, a reminder that the sons of fishermen from little coastal towns like Newlyn supplied a goodly proportion of the country's naval ratings. This microcosm of daily life was however, less serene than it appears. As he was painting the picture in July 1888, Stanhope Forbes reported in a letter that there were, '... fishermen getting up a fight nearby when I was working and I had all the village round me. My picture blew over in the mud and an angler caught 3 fine trout right under my nose as I was struggling with my bridge'.²

Despite these upsets, his composition was eventually completed and set aside for the forthcoming spring when it would be shown at the New English Art Club. It was a crucial exhibition for him. In 1888 he was perplexed about the direction the club appeared to be taking and was appalled at the prominence given to Walter Sickert's 'tawdry, vulgar' music-hall subject matter. 'Unless' he wrote, 'the Whistler influence is stamped out the club will go to the bad'.³ His worst fears were confirmed when *The Bridge* appeared in a show, the reviews of which were dominated by Sickert's *Collins Music Hall, Islington Green, N* (destroyed). Even though *The Bridge* was a picture that was 'broadly handled ... in which the figures are naturally grouped, and the stonework and reflections in the water are finely rendered', it would be his last submission to the club.⁴

Forbes's hostility to what he regarded as the more outrageous tendencies in British painting was based on a conviction that the artist should seek for beauty in the ordinary. In a recent manifesto, on 'The Treatment of Modern Life in Art', he had declared that a painter's 'best endeavour' was 'the representation of events in which we ourselves might take part' and while the folk he found in Cornish villages were 'not Greek gods', they were 'often handsome', and worthy of representation.⁵ The record of everyday lived experience was an ideal derived from Jules Bastien-Lepage, an artist idolized by Forbes as 'the great B-P'.⁶ Indeed his championship of the French painter obliged him to set Naturalism and 'democratic' legibility against the emerging trend towards Neo-Impressionism. While he was not exclusively anti-modernist, his allegiance to these ideals had recently been confirmed by a visit to the *Exposition Universelle* in Paris during the time *The Bridge* was on show in the New English.⁷ He declared to a reporter that Lepage was, in his opinion, '...absolutely the greatest of all modern painters – a faith too, which daily gains ground. I am just back from Paris, from seeing, from worshipping, his glorious *Jeanne d'Arc*'.⁸

We need look no further than *The Bridge* for the exemplification of these ideals. They express themselves in strict tonal control across the entire picture plane, sharp delineation of space and the structures that define it, and breadth in the handling of forms.

Although unstated in 1889, Forbes must have been convinced that his fortunes lay elsewhere than with the rebel group. His main effort was concentrated on *The Health of the Bride* (Tate), currently one of the centre-pieces of the Royal Academy. It was widely reported that had Henry Tate not got there first, this picture would have been purchased by the trustees of the Chantrey Bequest for the National Gallery of British Art.⁹ Within a short time the leader of the Newlyn School would become an Associate of the Royal Academy. Thereafter the bridge at Street-an-Nowan became a favoured motif, Harold Harvey painting it on at least two occasions when the buildings had been redeveloped, and Forbes himself returning to it in 1925 (fig 1).

Undoubtedly these are fine examples of later Newlyn styles, but neither is so tightly orchestrated as their predecessor. In the present lot, the eye follows its line but is conscious that it is punctuated by the ducks on the bank to the left and the sailor on the right. For all its 'naturalness', throughout Forbes's entire *oeuvre* there is not a more remarkable composition. Mr Maddocks, the picture's first owner, had obtained a masterpiece.¹⁰

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

¹ Mrs Lionel Birch 1906, p.36 indicates that the small 'delightful little picture' of 'boys fishing from the parapet' of the bridge at Street-an-Nowan was sold to 'Mr Maddocks'. The picture does not however appear in the Maddocks sale on 30 April 1910 and may have been sold at the time of his move to London c. 1900; see note 10.

² Letter dated 23 July 1888, Hyman Kreitman Archive, Tate.

³ Letter dated 31 March 1888, Hyman Kreitman Archive, Tate

⁴ 'The New English Art Club', *The Daily News*, 16 April 1889, p. 3.

⁵ *Transactions of the National Association for the Advancement of Art and its Application to Industry, Birmingham Meeting MDCCCXC*, 1891, (London, 22 Albemarle Street), pp. 126-7

⁶ Letter dated 23 October 1881, Hyman Kreitman Archive, Tate.

⁷ He did share common ground with Sickert in his admiration for Degas, but his hostility to Whistler may in part have been motivated by his wife's admiration for the American expatriate.

⁸ Anon, 'The Newlyn School – An Interview with Mr Stanhope Forbes', *Western Morning News*, 7 June 1889, p. 5

⁹ *Ibid*; Tate's acquisition made it possible for the Chantrey trustees to turn their attention to Henry Scott Tuke's *All Hands to the Pumps* 1889 (Tate).

¹⁰ See note 1; Butler Wood (*Magazine of Art*, 1891, p. 306) refers to the picture as *The Anglers* and comments on its 'quiet key' and 'soft brushwork', concluding that 'as a piece of good outdoor effect it is very satisfactory'.



78

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

When the Boats are at Sea

signed and dated 'Carlton.A.Smith 1903.' (lower left)

oil on canvas

76 x 120cm (29 15/16 x 47 1/4in).

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

Private collection, UK.

This work was probably exhibited at the Royal Academy in 1903, no. 501.



79

HAROLD HARVEY (BRITISH, 1874-1941)

Sandy Bay
signed 'Harold Harvey' (lower left)
oil on canvas
30.5 x 40.6cm (12 x 16in).

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Harold Harvey was an artist whose career straddled the first two generations of Newlyn School painters. Born in Penzance, Harvey spent his entire life based in Cornwall, and he would have grown up witnessing the growth of an artistic community, as Walter Langley, Stanhope Forbes and many others, invigorated with the principle of living among their subjects, and painting them in a natural setting, began to move to Newlyn, a tiny fishing village adjacent to Penzance.

Harvey studied under Norman Garstin at the Penzance School of Art. An Irish-born artist who settled in Cornwall, Garstin was, like many of his contemporaries, hugely influenced by Bastien-Lepage, a painter who typified the principles of realism, working *en plein air*, and living within the communities where he was working. The young Harvey then travelled to Paris, where like Thomas Cooper Gotch and Henry Scott Tuke, he studied under Benjamin Constant and Jean-Paul Laurens at the Academie Julian. Returning to the family home in Penzance, and later settling in Newlyn, Harvey's first exhibited work was at the inaugural exhibition of the Passmore Edwards Art Gallery in 1896, where he would have hung alongside the likes of Forbes, Langley and Garstin. Two years later, Harvey had his first work exhibited at the Royal Academy (*In a Cornish cottage*, 1898, no. 44). He continued to exhibit at the RA until his death, as well as at Institutes and Academies in Birmingham, Liverpool, Glasgow and elsewhere. He also held several one-man exhibitions in London, at the Mendoza Galleries, Barbizon House and the Leicester Galleries.

Harvey's output was prolific and his style was sensitive to the changing styles of the Newlyn artistic community. In his early work we see his palette and his choice of subject very influenced by Forbes; in later years we see the influence of artists such as Laura Knight, with a greater use of bright colours, and later still we see a much broader range of subjects, and a style reminiscent of painters such as Dod Procter. As the author of an article published in *Colour* magazine in 1920 notes, we can identify 'certain successive phases in which different influences are traceable in turn. Starting out with a purely naturalistic realism, of which Bastien-Lepage was, via Stanhope Forbes, the inspirer, he in common with the other members of the younger Newlyn generation passes through a stage of pre-Raphaelite and then primitive Italian realism, which is 'natural' only by a stretching of the term, to rest a while at present on the borders of 'expressionism', in which he, whilst preserving naturalism and realism in subject matter, simplifies beyond optical, i.e. photographic accuracy'.¹

The present lot is consistent with the first 'phase' of Harvey's work, where his subjects are dominated by the harbours, fishing vessels and the fisherfolk of West Cornwall. The location has been identified as Sandy Bay, between Newlyn and Mousehole in West Cornwall. Peter Risdon has suggested that the work was painted *circa* 1900-1910.

We are grateful to Peter Risdon for his assistance in cataloguing this lot. The present lot is listed in his online catalogue of Harold Harvey's work, www.haroldharvey.info.

¹ *Colour*, October 1920, pp. 48-54, quoted in McKonkey et al, *Harold Harvey, Painter of Cornwall*, Falmouth, 2001, pp. 93-95.





80

WILLIAM BANKS FORTESCUE (BRITISH , 1850-1924)

Putting in broccoli plants, Cornwall
signed and dated 'W.B.Fortescue/07' (lower right)
oil on canvas
91.5 x 71.5cm (36 x 28 1/8in).

£12,000 - 18,000

€13,000 - 20,000

US\$15,000 - 23,000

Provenance

Property of a Charitable Institution.

Exhibited

London, Royal Academy, 1907, no. 527.
Paris, Salon, 1914 (according to an inscription on the frame).

William Banks Fortescue was part of the group of Birmingham artists who discovered Newlyn in the mid-1880s. Having initially studied engineering, Fortescue went to Paris and then Venice in the early 1880s, where he may have encountered Frank Bramley and Leghe Suthers. He started exhibiting at the Birmingham Society of Artists in 1884, and by the following year he was living in Newlyn, initially taking rooms at Mrs Maddern's house, Bell Vue, where Stanhope Forbes was also rooming.

Fortescue's early Newlyn works, such as *The Fish Fag* (1888, Atkinson Art Gallery Collection), echo those of Forbes and Langley, using local models to depict the life and hardships of the fishing community. Following his move from Newlyn to Paul, and later to the rival artistic community of St. Ives, Fortescue continued to represent the rural life around him, in works such as *A Ploughing Match, Cornwall* (1891, Royal Academy).

For a similar composition to the present lot, entitled *Planting Broccoli, Cornwall* see Tom Cross's, *The Shining Sands*, Tiverton, 1994, p. 76.



81†

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

The Old Barn

signed and dated 'G CLAUSEN.1896' (lower right); signed and dated

'G. CLAUSEN.1897' (lower left)

oil on canvas

107.5 x 86.4cm (42 5/16 x 34in).

£30,000 - 50,000

€34,000 - 56,000

US\$39,000 - 64,000

Provenance

Property of a Charitable Trust.

Exhibited

London, Royal Academy, 1897, no. 52.

Literature

Royal Academy Illustrated, 1897, p. 27.

The Academy Notes, 1897, Chatto and Windus, p. 6 (illustrated).

ACR Carter, 'The Royal Academy 1897', *The Art Journal*, 1897, p. 174.

'Chronicle of Art – May', *The Magazine of Art*, 1897, p. 47.

Art at the Royal Academy, London, 1897 (*Studio Special Number*), p. 45 (illustrated).

'The Royal Academy – Second Notice', *Dundee Courier*, 6 May 1897, p. 4.

MH Spielmann, 'The Royal Academy II', *The Graphic*, 8 May 1897, p. 570.

Kenneth McConkey, *Sir George Clausen, RA, RWS*, 1980, exhibition catalogue, Bradford, Bristol and Newcastle Art Galleries and Royal Academy of Arts, p. 70 (illustrated as untraced).

Kenneth McConkey, *George Clausen and the Picture of English Rural Life*, Edinburgh, 2012, fig. 205, p. 125 (illustrated as unlocated p. 126).

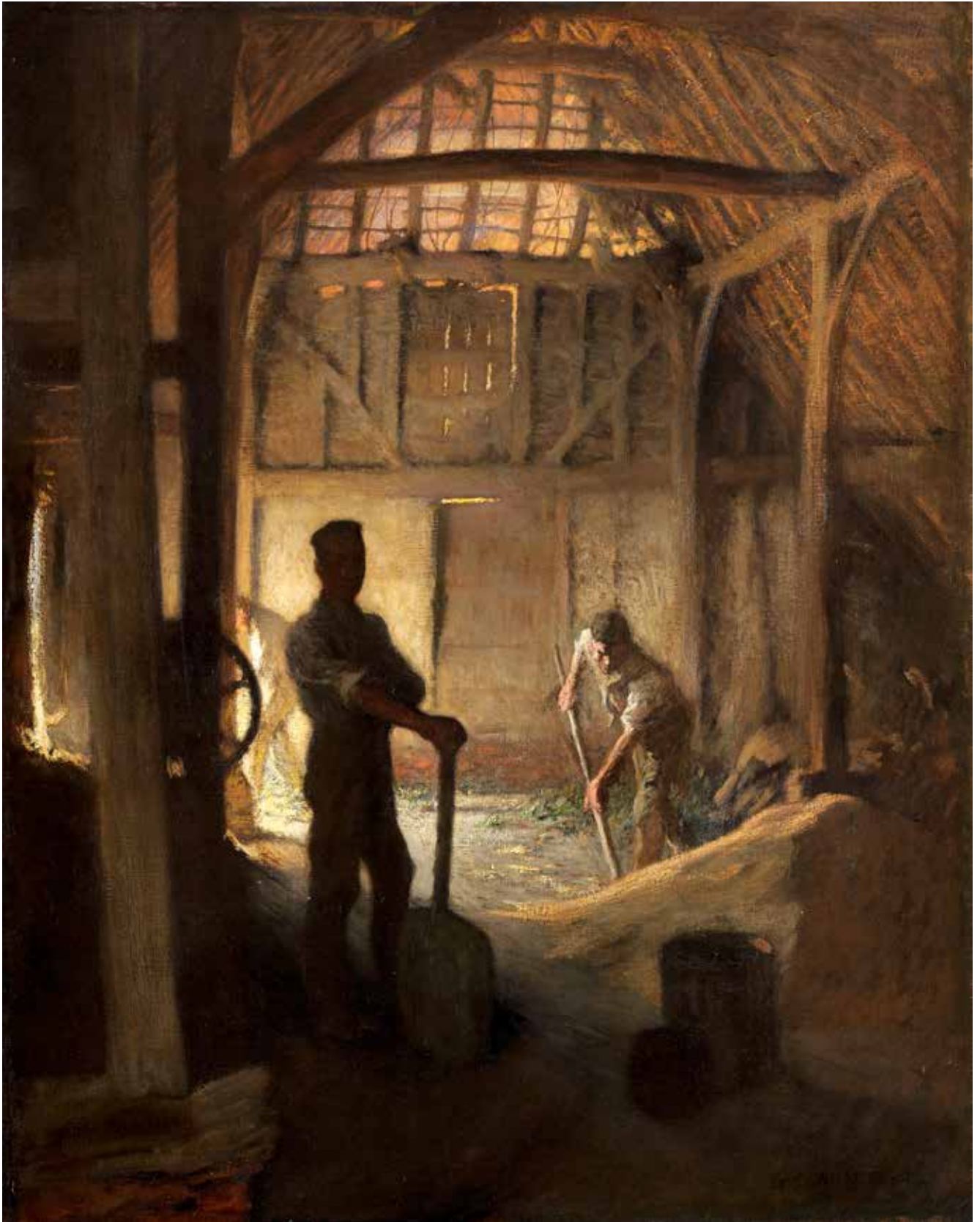




Fig 1 Sir George Clausen, R.A., Sketch of a man's head for *The Old Barn*, Crayon on wove paper, 321 x 225 mm, © Royal Academy of Arts, London



Fig 2 Sir George Clausen, R.A., *The Golden Barn*, 1901, oil on canvas, Walker Art Gallery, National Museums Liverpool, © Bridgeman Images

... you remember that old barn I took you into through a very dirty farmyard. I have painted that – you said I should do it with the tempera colours, but I wanted to begin it at once, it has the effect of a church, and some mysterious rite going on. The sunlight is all outside and the barn is lighted by reflection from the small sunlit yellow straw on the ground. I have not yet finished it. I find it one of those things which must be done to a large extent from recollection. I can get the facts working direct from nature, but the “envelope” – the sentiment – the feeling of surprise that a beautiful thing always gives you: that always has to come from within.¹

So Clausen wrote in June 1896 to Eugen Napoleon Nicholas, Crown Prince of Sweden. The prince, a talented painter, had sought out the English artist as one of those he most admired, and two months earlier, had stayed with him at Widdington in Essex. They explored the neighbouring farms together and Clausen showed him his current paintings of the labourers who worked in them. This on its own would be important, were it not for the fact that the present canvas initiates a significant sub-set of barn interiors that became one of the artist's most consistently revisited themes.² The re-discovery of *The Old Barn* is therefore highly significant.

Around Widdington, ancient barns were features of each of the long-established farms. Their roof structures echoed those of medieval churches. Cool and dark, and lit only by sunlight shining through thin thatch or doorways, these grain stores were sepulchral. Larger barns, as here, were subdivided internally so that sections could be used for over-wintering livestock. In these dilapidated caverns, corn was flailed, winnowed, sifted, bagged and stored before being transported to local mills.³ Up to this point however, Clausen's threshers and winnowers were single figure studies for which the barn interior was a mere backdrop.

Now, with the prince's encouragement, he was intent on making the setting, as much as the activities it contained, his subject. After winnowing, labourers used broad wooden malt-shovels to fill the hand-cranked sifting machines, one of which is seen to the left of the principal figure in the present work. From these the sacks were filled – a dusty task. Indeed, hanging in the air, this precipitation sparkled when it caught the sunlight streaming in from an open door, a magical effect Clausen sought to capture. The setting however, recalled one of his favourite paintings - Rembrandt's *Adoration of the Shepherds* in the National Gallery, London.⁴ The Dutch master, he later declared, took 'his suggestion from some very ordinary scene', and carried 'it on in his mind' making it 'significant'.⁵ In an age of materialism, the barn interior contained such ordinariness, yet it embodied age-old Christian beliefs in the symbolic sustenance of 'our daily bread' – hence the ambiance of an old Essex barn could easily be compared with that of a church and the winnowers described as being involved in a 'mysterious rite'.

Clausen was not particularly religious, but he caught the national mood. At the time social commentators were slowly realizing that, as the century drew to a close, Britain produced only a quarter of the grain its population required, and the country had become dependent on imports from the American prairies. The consequences of rapid industrialisation had led to physical and moral decay in the population – facts that seemed to be borne out by the lack of stamina in British troops sent to the Boer War.⁶ Although his picture precedes the war, drawings indicate that the principal figure in *The Old Barn*, appears to be wearing a military cap, indicating a former soldier (fig 1).

Critics generally approved the new theme in Clausen's work although they were slow to react to its wider significance. When *The Old Barn* appeared in the Royal Academy in 1897 alongside *Autumn Morning*:

Ploughing (sold Bonhams, 26 September 2018) and *The Mother* (unlocated), the picture was simply noted as a fine rendering of a difficult subject. It was followed by *The Dark Barn* (1900, private collection), *The Golden Barn* (1901, Walker Art Gallery, Liverpool, fig 2), *In the Barn* (1902, Leeds City Art Galleries) and *Interior of an old Barn*, 1908, Clausen's diploma picture in the Royal Academy's permanent collection.⁷ Others followed; their formats and palette similar to that in the present work. Only as the series emerged, would DS MacColl, compliment the painter on his recording of a scene that 'throbs with close observation in all its dusty tones'.⁸

Clausen enjoyed the obvious fact that figures could walk through a pool of sunlight and thus be strongly lit or seen in *contre jour* – as is obvious in *The Old Barn*. This was not a subject found in the *plein air* handbook; there were no Impressionist precedents. The spatial 'envelope' was mapped less by conventional linear perspective than by tracing the light sources. Figures, understood in the round, were appropriately spot-lit. Although not explicitly stated, Clausen accepted the moral imperatives of the 'back to the land' movement of the 1890s, and the barn became its shrine. By 1901 when *The Golden Barn* was exhibited, critics had caught up, Frank Rinder noting that 'the timber roof is haunted with luminous shadow; the light that gains ingress ... is sensitively controlled; this raftered structure ... is full of atmosphere, of the poetry that issues when form and colour are harmoniously blended'.⁹

Back in the summer of 1896 this was the challenge. Nature's facts were encased in an 'envelope' that contained the 'surprise' of 'beauty', but its realization on canvas must 'come from within'. The symbolic potential in the making of the 'staff of life' at that moment was enormous.

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

¹ Letter dated 24 June 1896, Waldemarsudde, Stockholm; quoted in McConkey 2012, pp. 124-5 (underlining Clausen's).

² Barn pictures appeared intermittently at the Royal Academy throughout the Edwardian years, the last being Watson's *Barn*, in 1931.

³ Clausen showed this final stage – the dispatch of grain sacks – in *The Barn Door*, 1904 (private collection); see McConkey 2012, p. 144.

⁴ Rembrandt's *Adoration of the Shepherds* had been in the National Gallery since 1824. From 1884, barn interiors featured in Clausen's sketchbooks and throughout the following decade he painted studies of men threshing and winnowing, but *The Old Barn* was the first important canvas to fully engage the theatrical context of these activities.

⁵ George Clausen RA, RWS, *Royal Academy Lectures on Painting*, 1913, Methuen & Co, p. 83.

⁶ Rider Haggard tackled this sensitive topic by asking 'how it is proposed to safeguard the country from starvation in the event of a hostile combination of European nations against us?' See H Rider Haggard, *The Farmer's Year, Being his Commonplace Book for 1898*, 1899, Cresset Library ed., 1987, p. 333.

⁷ See McConkey 2012, p. 150.

⁸ DSM [DS MacColl], 'The Academy II – The Poor Man's Tea', *The Saturday Review*, 19 May 1900, p. 614.

⁹ Frank Rinder, 'The Royal Academy of 1901', *The Art Journal*, 1901, p. 176-7.





82AR

**SIR JOHN ALFRED ARNESBY BROWN, RA
(BRITISH, 1866-1955)**

Midsummer

signed 'Arnesby Brown' (lower right)

oil on canvas

100 x 138.5cm (39 3/8 x 54 1/2in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 39,000

Exhibited

London, Royal Academy, 1906, no. 162.

Literature

Royal Academy Pictures, 1906, p. 12.



83

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

A family picnic

signed 'Stanhope.A.Forbes' (lower left)

oil on canvas

76.8 x 101.6cm (30 1/4 x 40in).

£25,000 - 35,000

€28,000 - 39,000

US\$32,000 - 45,000

Provenance

Private collection, UK.

A family picnic depicts the same three figures as Forbes's 1915 oil titled *Three Generations*, sold Sotheby's, London, 23 November 1994, lot 8. Both paintings are set in a woodland landscape; the present lot however, presents the figures seated, the eldest figure appearing to unpack a picnic basket. Forbes expertly captures the dappled sunlight falling on the figure group as they take a moment to break from their toil, suggested by the harvesting tool resting on the woman's shoulder in the companion piece. The present lot introduces a moment of peace, in the often hard life of members of the rural community.



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

The Smith's Workshop

signed and dated 'Stanhope A. Forbes/1917' (lower left); signed and inscribed 'BRITISH EXHIBITION/The Smiths Workshop/by/Stanhope A. Forbes./Higher Faugan/Newlyn Penzance' (on a remnant of canvas attached to the stretcher)

oil on canvas

153.3 x 118cm (60 3/8 x 46 7/16in).

£30,000 - 50,000**€34,000 - 56,000****US\$39,000 - 64,000****Provenance**

David Messum, London, circa 1985.

Joe Marchman Collection, Texas (acquired from the above).

Anon. sale, Sotheby's, London, 23 November 1994, lot 7.

Private collection, UK (acquired from the above).

Exhibited

London, Royal Academy, 1917, no. 189.

Liverpool, Walker Art Gallery, *Autumn Exhibition*, 1938.

Pittsburgh, Carnegie Institute.

LiteratureRoyal Academy Illustrated, 1917, p. 15 (as *The Wheelwright*).*The Cornishman and Cornish Telegraph*, 5 April 1917, p. 7.'Khaki Academy ...' *Pall Mall Gazette*, 5 May 1917, p. 8.'The Royal Academy ...', *Birmingham Daily Post*, 5 May 1917, p. 4.'The Royal Academy – Westcountry [sic] Artists', *Western Morning News*, 12 May 1917, p. 5.'Penzance', *The Cornishman and Cornish Telegraph*, 17 May 1917, p. 2.Elizabeth Knowles, *Stanhope Forbes/Father of the Newlyn School*, 2017, Sansom & Company, Bristol and Penlee House Gallery & Museum, Penzance, p. 117, titled *The Forge* (aka *The Wheelwright*) (illustrated p. 84).

Following his recent election as Associate of the Royal Academy in 1892, Stanhope Forbes was interviewed by the ageing writer, Philip Gilbert Hamerton, and describing the casual way in which his compositions were arrived at, he recalled a 'stroll into the village foundry about some odd job', that led to his recent exhibition-piece, *Forging the Anchor*, (Ipswich Museums Service).¹ None of his monumental canvases strayed from the principle that art should be found in ordinary, everyday experience. It was a conviction he maintained throughout his long career. Even at the height of the Great War, when others were resorting to heroic symbolism, he returned an old workshop to record the activity of two wheelwrights, John Read Trenwith and Jimmy Chinn.

That original experience in the village foundry, twenty-four years earlier had however effected a change in his working practices. Early canvases had all been painted on-the-spot, but now, when cramped conditions dictated, Forbes found it more convenient to paint large canvases from studies. Accordingly, at the Ash Coach Builders' forge at Newlyn before Christmas 1916, a swift study of the two wheelwrights was made.² The present canvas was then completed and although a local 'show day' was not arranged in 1917, the picture was reported in advance and the figures identified. Forbes, reviewers noted, was returning to a subject that had made him famous, 'by reason of the remarkable display of genius in the treatment of the natural and artificial lights'.³ When finally displayed in London, the picture was 'pleasing and accomplished' and expressed 'a large measure of power'.⁴ It was probably Forbes's evident mastery of foundries that had encouraged George Baker and family, owners of Sheffield and Rotherham cutlery and tool factories, quickly converted to shell manufacturing, to commission canvases of their steel works and 'munitions girls' (Science Museum, London). Here again the artist worked mostly from on-the-spot sketches.⁵ These, and the present canvas, were among the last monumental canvases painted by Forbes – inter-war village scenes tending to be produced on a smaller scale, and their drama reduced to wayside encounters.

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

¹ Philip Gilbert Hamerton, 'The Lighthouse painted by Stanhope A Forbes ARA', *Scribner's Magazine*, vol. 15, no. 6, June 1894, p. 691. Forbes painted two further 'blacksmith' subjects in 1894, *The Smithy* (RA 1895, no. 372, unlocated); and *The Little Smithy*, (National Museum of Wales, Cardiff).

² Sold Sotheby's 11 May 1988, lot 10, which was gifted by the artist at 'Xmas 1916' to John Read Trenwith, the older of the two men.

³ *The Cornishman and Cornish Telegraph*, 5 April 1917, p. 7. 'Show days', when works destined for the Royal Academy were first unveiled had been the convention in west Cornwall.

⁴ 'The Royal Academy ...', *Birmingham Daily Post*, 5 May 1917, p. 4; 'The Royal Academy – Westcountry [sic] Artists', *Western Morning News*, 12 May 1917, p. 5.

⁵ See Caroline Fox, *Stanhope Forbes and the Newlyn School*, 1993 (David & Charles), pp. 88-90.





85AR

SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)

Lemon gatherers

oil on board

63 x 76cm (24 13/16 x 29 15/16in).

£6,000 - 8,000

€6,700 - 9,000

US\$7,700 - 10,000

Provenance

Anon. sale, Sotheby's, London, 14 December 2006, lot 204.

Private collection, UK.

Robert Hawthorn Kitson was a close friend, patron and admirer of Brangwyn's work. Kitson, originally from Leeds, moved to Taormina in 1899, where he designed and built a villa called Casa Cuseni. Brangwyn would often visit Kitson in Sicily and in 1910 he commissioned Brangwyn to decorate the dining room with a series of murals. The present lot was possibly painted in Taormina on one of these visits *circa* 1909-1910.

We are grateful to Dr Libby Horner for her assistance in cataloguing this lot.



86† AR

SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)

Study for *Britain's Call to Arms*
signed with initials 'FB' (lower left)
black and red crayon
51.5 x 64.5cm (20 1/4 x 25 3/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,900 - 6,400

Provenance

The Fine Art Society, London.
Private collection, UK (acquired from the above 10 November 1953).
Property of a Charitable Trust.

The present lot is a study for an 'Underground' Recruiting Poster *Britain's Call to Arms*, designed in 1914 depicting war victims. The British Parliamentary Recruiting Committee commissioned a number of posters to assist with enlistment numbers. The manager of the Underground Electric Railways, Frank Pick, was disappointed with the poor design of the posters they had commissioned, so instead requested that Frank Brangwyn and Gerald Spencer Pryse create new designs. The final version of the present lot was at first considered too graphic by the War Office and they threatened to remove it. However the image was so successful in boosting recruitment numbers that the War Office reneged on their decision.

The finished work was well regarded by critics, one noting that it was 'the first great poster of the War' (Hardie & Sabin, *War Posters issued by Belligerent and Neutral Nations 1914-1919*, London, 1920). Writing in *The Studio*, Alfred Yockney noted of the finished poster that 'this fine design makes a powerful appeal and it forms an epitome of war... gives us a story of broken ties, patriotism, heroism, vandalism and tragedy' (Vol. LXIII, no. 262, January 1915).

For a similar study, please see Dr Libby Horner's *Brangwyn at WAR!*, London, 2014, p. 35.

We are grateful to Dr Libby Horner for her assistance in cataloguing this lot.

87AR

WALTER ERNEST WEBSTER, RI, ROI (BRITISH, 1878-1959)

Rhododendrons

signed 'WEBSTER' (lower left)

oil on canvas

74.9 x 63.5cm (29 1/2 x 25in).

£12,000 - 18,000

€13,000 - 20,000

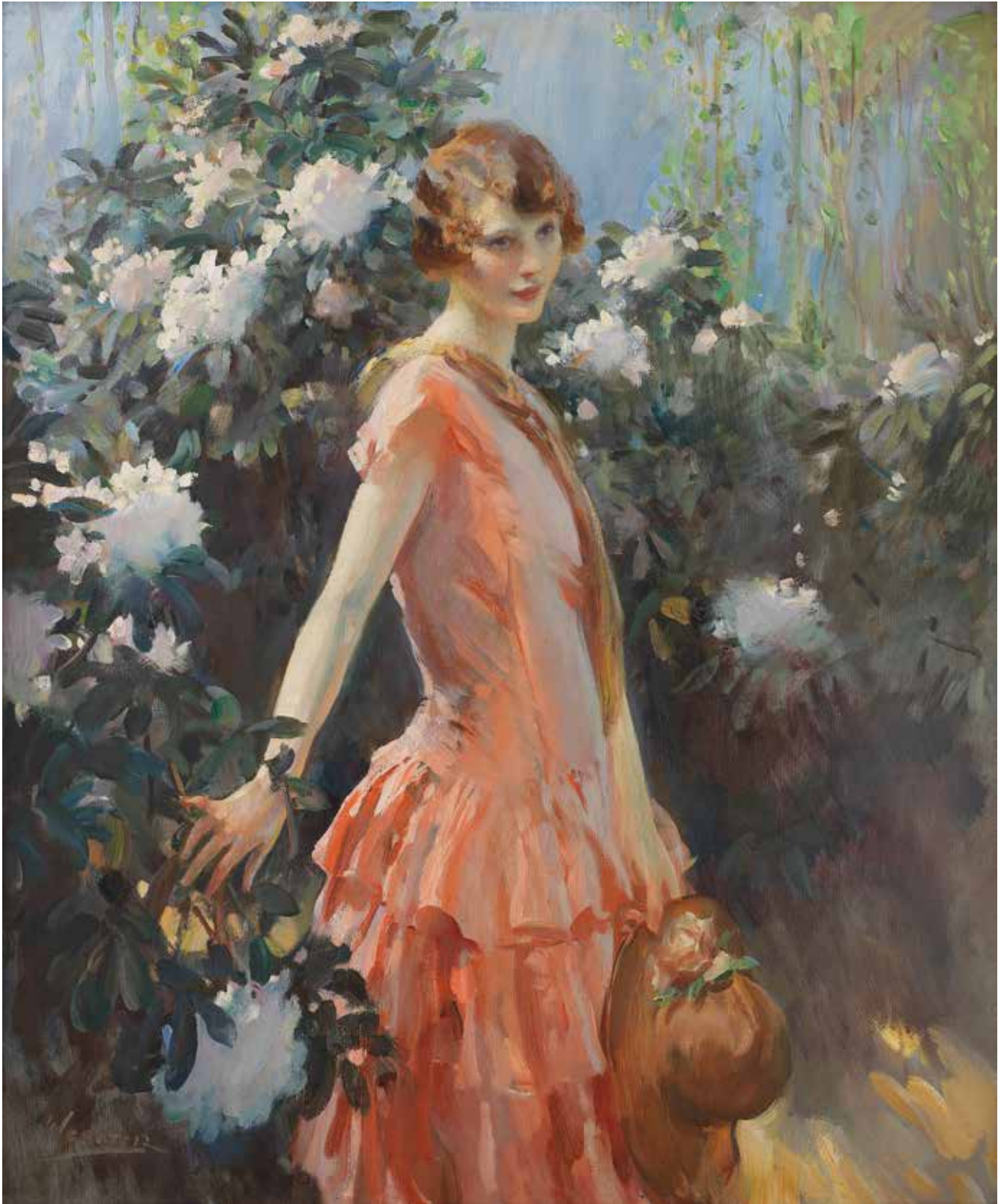
US\$15,000 - 23,000

Provenance

Acquired by the current owner's grandfather.

Walter Ernest Webster was a figure and portrait painter and also a successful illustrator. Born in Manchester in 1878, he won a scholarship to study at the National Art Training Schools (which became the Royal College of Art) before attending the Royal Academy Schools from January 1899 to 1904. Webster exhibited at the Royal Academy almost every year until his death in May 1959. He also exhibited at Royal Institute of Oil Painters, Royal Glasgow Institute and Paris Salon, where he was awarded bronze and silver medals and a gold in 1931.

Webster's work can be seen in many public collections including The Walker Art Gallery, Gallery Oldham, Paisley Museum and Art Galleries and The Government Art Collection, which holds Webster's portrait of Her Majesty Queen Elizabeth II.





88



89

88AR

WALTER ERNEST WEBSTER, RI, ROI (BRITISH, 1878-1959)

Portrait of a lady

signed 'WEBSTER' (lower left)

oil on canvas

84.5 x 71.8cm (33 1/4 x 28 1/4in).

presented in the original hand painted frame

£3,000 - 5,000

€3,400 - 5,600

US\$3,900 - 6,400

Provenance

Acquired by the current owner's grandfather.

89AR

SIR WALTER WESTLEY RUSSELL, RA, RWS, NEAC (BRITISH, 1867-1949)

Lady Russell

indistinctly signed 'W Russell' (lower left)

oil on canvas

71.5 x 91.7cm (28 1/8 x 36 1/8in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

Provenance

Private collection, UK.

Exhibited

Liverpool, Walker Art Gallery, *Historical Exhibition of Liverpool Art*, 1908, no. 578.

Bermondsey Settlement Exhibition (according to remnants of a label on the reverse).

The present lot was possibly exhibited at the Royal Academy in 1904, no. 9, titled *Mrs. W. Russell*.

90*

PIERRE CARRIER-BELLEUSE (FRENCH, 1851-1932)

The ballet lesson

signed and dated 'Pierre Carrier-Belleuse./1914' (lower left)

oil on canvas

116.5 x 89.3cm (45 7/8 x 35 3/16in).

£30,000 - 50,000

€34,000 - 56,000

US\$39,000 - 64,000

Provenance

Private collection, Canada.

Born in Paris, the son of a famous sculptor, Pierre Carrier-Belleuse studied at the École des Beaux-Arts in Paris under Alexandre Cabanel; he first exhibited at the Paris Salon in 1875, winning the prestigious Silver Medal at the Exposition Universelle of 1889.

Like Edgar Degas, a near contemporary working in Paris during the same period, Carrier-Belleuse is best known for his depictions of the *corps de ballet*, behind the scenes depictions of the ballet schools of Paris, and of the elegant ballerinas.

Carrier-Belleuse's works can be found a number of French museums including Dunkirk, La Rochelle, Paris and Reims.



91

HAROLD HARVEY (BRITISH, 1874-1941)

Portrait of a girl in a checked blouse
signed and dated 'Harold Harvey.22' (upper right)
oil on canvas
41 x 30.5cm (16 1/8 x 12in).
presented in the original hand painted frame

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Provenance

Lucy Wertheim Collection, London.
Thence by descent.

It has been suggested that the sitter in the present work may be the same unknown girl who appears in *Young Girl in a Blue Blouse* (1918) and *The Flower Gatherers* (1925).

The present lot was in the collection of renowned art collector and gallery owner Lucy Wertheim. Wertheim was a patron and supporter of multiple modern British artists, notably including Christopher Wood, Henry Moore and Cedric Morris. Artists such as Walter Sickert, Alfred Wallis, Frances Hodgkins and John Melville were exhibited at her Mayfair gallery, which she opened in 1930. It would seem significant therefore, that she decided to keep the present lot in her private collection.

We are grateful to Peter Risdon for his assistance in cataloguing this lot. The work will appear in his online catalogue, www.haroldharvey.info.



92

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

Cottages on a frosty evening

signed 'G CLAUSEN' (lower right); signed and inscribed 'COTTAGES./
ON A FROSTY EVENING./G. CLAUSEN.' (on the reverse)

oil on canvas

41 x 51.5cm (16 1/8 x 20 1/4in).

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Provenance

The artist.

Thence by descent to Christopher Derrick Esq., the artist's grandson.

Anon. sale, Sotheby's, London, 11 March 1992, lot 12.

Whitford Fine Art, London.

Anon. sale, Christie's, London, 8 June 2001, lot 14.

Private collection, UK.

In the 1920s, on his retreats to Hillside, his country property at Duton Hill in Essex, Clausen increasingly concentrated on effects of sunrise and sunset, viewed from the roadside. Often distilled from drawings, these frequently described labourers' cottages – thickly thatched single storey buildings, the rounded contours of which undulated into the landscape. On the present frosty evening, a field-worker and child, heading for home, pass by in the twilight as they had forty years earlier when he painted *The End of a Winter's Day* 1884-5 (unlocated) for the Grosvenor Gallery. After wars, conflagration and social strife, the simple rhythms of rural life were maintained. The drab khaki in the handling of the male figure is remarkably similar to that of figures in *The Road to Tilty* (circa 1920, Leeds Art Galleries and Museums), and *The Shepherd Boy* (1920, private collection).

The present lot does not appear to have been included in the artist's studio sale, suggesting that the work had, before Clausen's death, been given to his daughter, Meg, and her husband, the designer and illustrator, Thomas Derrick.

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





93



94

93†

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

Rain clouds

signed 'G. CLAUSEN.' (lower right)

watercolour

26.5 x 35cm (10 7/16 x 13 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Property of a Charitable Trust.

94†

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

Sunlit house seen from shadow

signed with initials 'G. C.' (in pencil, lower left); signed 'G. CLAUSEN.'

(over the initials, lower left)

watercolour over traces of pencil

24 x 30.5cm (9 7/16 x 12in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Property of a Charitable Trust.



95

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

Landscape with silhouetted tree
signed 'G. CLAUSEN.' (lower right)

oil on canvas

36 x 46cm (14 3/16 x 18 1/8in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,400 - 9,000

Provenance

Private collection, UK.

Although Hillside had passed to his son, Hugh, before his death, Clausen continued to use it as a base for landscape studies during the 1930s. These increasingly place greater emphasis on skies and cloud formations and the Essex terrain; here the view towards Clavering or Tilty is reduced to a mere strip at the bottom edge of the canvas. It is as though Clausen is re-affirming the centrality of Constable's ideals in all our attitudes to nature. In the present lot, that suppressed horizon is cut by a solitary tree, but even it is dwarfed by the majesty of the heavens.

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

96AR

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

Charivari (The Grand Parade)

signed 'Laura Knight' (lower right)

watercolour and gouache over pencil

101.6 x 127cm (40 x 50in).

Executed in 1928

£50,000 - 70,000

€56,000 - 78,000

US\$64,000 - 90,000

Provenance

The artist's estate; Sale, Sotheby's, London, 7 May 1975, lot 312.

Anon. sale, Sotheby's, London, 21 May 1986, lot 89.

Paisnel Gallery, London.

Private collection, France (acquired from the above).





Fig 1 Laura Knight, *Charivari*, 1928, oil on canvas, Newport Museum and Art Gallery, South Wales, © Bridgeman Images



Fig 2 Dame Laura Knight, *Whimsical Walker*, coloured crayon and gouache over traces of pencil, Private collection

The present lot is a study for one of Knight's most significant circus paintings, *Charivari*, which was exhibited at the Royal Academy in 1929, and is now in the collection of Newport Museum & Art Gallery (fig 1). The work was commissioned by Major Evelyn Atherley, and at first the composition was just to include Atherley's terrier Blinkers and the clown Whimsical Walker (a study of Whimsical Walker was sold in these rooms, 14 March 2018, lot 113, fig 2). However, the Major was soon requesting the addition of other circus characters. The present lot closely resembles the finished painting, with performing elephants, piebald ponies, trapeze artists, tight rope walkers, clowns and acrobats, stilt walkers and contortionists.

Harold Knight, the artist's husband, was sceptical that such an ambitious work was possible. However, through careful planning, Laura Knight succeeded in creating an impressive composition, that captures the fast-pace, energy and spirit of the circus. In her autobiography, Knight mentions a 'cartoon' of the final work, possibly referring to the present lot. She explains that 'a new cartoon had to be made, everything so carefully placed, even to a fraction of an inch, or some little dog or acrobat would be left out. The second cartoon met with his [Atherley's] complete satisfaction; but late September came before I finished the picture, a complicated piece of work'.¹ The painting caused much publicity when it was exhibited and was also caricatured in *Punch*, with the faces of politicians replacing those of the circus characters.²

Knight worked on the present lot in her studio over the carpenter's shop at Mousehole in Cornwall, inspired by the countless drawings and sketches she had made backstage at the circus. In her book *Oil paint and Grease Paint* she comments 'I have often tried to analyse the circus appeal. It is the display of indomitable courage that one sees and admires, an admiration inherent in the human race'.³

The present lot encapsulates Knight's love for the circus and all the individual characters she met and respected. She wrote 'it was fun doing it, fitting everything in... I have fondness for the picture; perhaps it is because I am like the Major – a circus fan'.⁴

This work will be included in the Laura Knight *catalogue raisonné*, currently being compiled by Mr R. John Croft FCA. We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

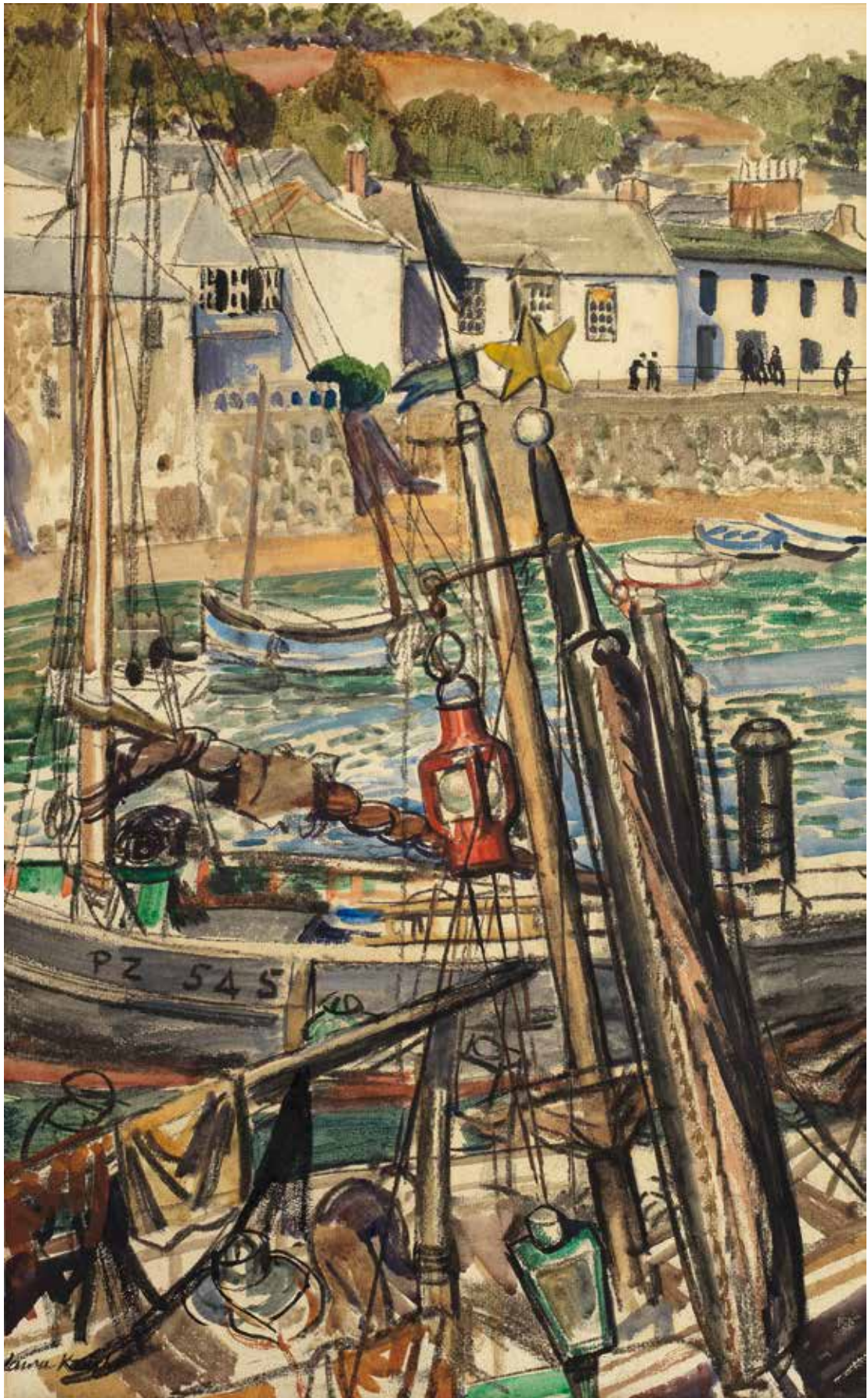
¹ Laura Knight, *Oil Paint and Grease Paint, Autobiography of Laura Knight*, London, 1936, p. 308.

² Janet Dunbar, *Laura Knight*, London, 1975, p. 129.

³ Knight, p. 299.

⁴ Knight, p. 309.







98

97AR

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

Mousehole Harbour
signed 'Laura Knight' (lower left)
watercolour, gouache and black chalk
51 x 31.5cm (20 1/16 x 12 3/8in).

£3,000 - 4,000
€3,400 - 4,500
US\$3,900 - 5,100

Provenance

The artist.
Private collection, UK (acquired directly from the above).
Thence by descent.

Exhibited

London, Upper Grosvenor Galleries, *Dame Laura Knight Retrospective, 75 Years of Painting*, 1969.

98† AR

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

Study of a girl
signed 'Laura Johnson' (upper right)
charcoal
49.5 x 39.4cm (19 1/2 x 15 1/2in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Provenance

The Fine Art Society, London.
Private collection, UK (acquired from the above 30 March 1955).
Property of a Charitable Trust.

Laura Knight (née Johnson) began her artistic training at the Nottingham Art School at the age of thirteen. At the time, women were disadvantaged as they were not allowed to paint from life models, instead having to use plaster casts. Despite this, Knight's portraits were handled with skill and sensitivity.¹ *Self-portrait* executed circa 1892-94, *Man in a Top Hat* from 1892-96 and *Girl's Head* executed circa 1891 all bear resemblance in handling and medium to the present lot, illustrated in Caroline Fox's *Dame Laura Knight*, 1988, p. 10, 11 & 13 respectively.

We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Caroline Fox, *Dame Laura Knight*, Oxford, 1988, p. 9.

99AR

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

Shearing Sheep

signed 'Laura Knight' (lower left)

oil on canvas

63.5 x 76cm (25 x 29 15/16in).

To be sold with extensive correspondence between the artist and the family of the present owner, relating to the purchase of the work.

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Provenance

The artist.

Private collection, UK (acquired directly from the above, December 1968, for £400).

Thence by descent.

Exhibited

London, Royal Academy, *Dame Laura Knight Retrospective*, 1965.

London, Mens Arts Club, 40 Dover Street, December 1968-January 1969 (according to a letter from Laura Knight to the purchaser, dated 2nd December 1968).

Literature

Laura Knight, *The Magic of a Line*, London, 1965, p. 277.

The present lot, painted in 1940, depicts Walter and Fred Bishop shearing sheep at the Cummings family farm in Colwall. Knight notes in her autobiography *The Magic of a Line*:

I have always wanted to paint sheep shearing, and found my chance early in 1940, at a farm close to hand, where I painted two men, one turning the wheel of the cutting machine, the other holding the pathetic, half-stripped, frightened creatures while at work on them with his shears.

'We are going to shear my few sheep at five o'clock this evening. Come to my place if you'd like to' said one of the herdsmen. He was not on time for this appointment, and his wife asked me to come into their cottage for a cup of tea; while we sipped it, she switched on the radio. 'France has fallen' it announced.

The men arrived soon afterwards, unpenned the animals that had to be sheared whether France has fallen or not. I made my study with trembling hands in the peace of that hillside, broken only by squeal of wheel, clip of shears and grunting sheep.¹

The correspondence between Knight and the purchaser of the present lot reveals a warm friendship between artist and patron. The correspondence starts in November 1968. The eventual purchaser of the work- who had met the artist at the Park Hotel in Colwall- wrote to Knight to enquire whether the painting, which depicted his cousin, was still available, and if so for what cost. Knight's reply was that the work was available for purchase at 600 guineas. Knight notes 'Perhaps you will tell me what you were prepared to pay and I will endeavour to meet you, for I am truly grateful to your cousin for giving me the opportunity of painting this picture, which I believe to be one of the best studies I ever made'.

A figure of £400 was eventually settled on, with the caveat that Knight could exhibit the work one more time: 'Please would you be so kind as to lend it to me for a Christmas and New Year Exhibition I have promised to give that at the Mens Arts Club at 40 Dover Street... where they have made me the first woman member.'

The family went on to meet Knight several times, and purchased a number of other works from the artist, including *Mousehole Harbour* (lot 97).

Walter and Fred Bishop also appear in *Harvesting, Malvern* (see lot 100).

This work will be included in the Laura Knight *catalogue raisonné*, currently being compiled by Mr R. John Croft FCA. We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹Laura Knight, *The Magic of a Line*, London, 1965, p. 277.



100AR

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

Harvesting, Malvern

signed and dated 'Laura Knight/1965' (lower right)

oil on canvas

76.5 x 96.5cm (30 1/8 x 38in).

£20,000 - 30,000

€22,000 - 34,000

US\$26,000 - 39,000

Provenance

Ian MacNicol, Glasgow.

Private collection, UK.

The present lot depicts Walter and Fred Bishop harvesting on Callow Farm. The family farm (owned by their father and grandfather before them) was near Colwall, and Knight has captured the scenery looking down from the Malvern hills. Colwall, a village in Herefordshire, is where the Knights would stay during the Second World War and in their summer vacations after the War, up until the death of Harold Knight in 1961.

A similar scene of Walter and Fred is depicted in a watercolour, *Walter and Fred Bishop loading Hay*, sold Sotheby's, London, 4 July 2001, lot 123.

In the present lot, Knight has positioned the branch of a tree at the forefront of the picture plane; this was a compositional technique that the artist used in a number of her other Malvern compositions, such as *A Misty Sunrise*, 1956, currently in the collection of the Royal Academy, London.

In her autobiography, Knight recalls the landscape of Malvern, 'It took years and years for me to become sufficiently familiar with the immense beauty of that landscape before I even dared to make the least record of such visual indulgence. As I write I live again, basking in the first rays of the sun rising over the Bredon Hill to dry up the floating strands of mist hiding the flatter country to the west'.¹

We are grateful to Mr R. John Croft FCA for his assistance in cataloguing this lot.

¹ Laura Knight, *The Magic of a Line*, London, 1965, p. 309.



101AR

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

Feeding the chickens

signed 'DOROTHEA SHARP' (lower right)

oil on canvas

91.5 x 106.5cm (36 x 41 15/16in).

£30,000 - 50,000

€34,000 - 56,000

US\$39,000 - 64,000

Provenance

Private collection, UK.





PROPERTY FROM THE ESTATE OF THE LATE JAMES IVORY

102AR

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

The Capricorn at anchor, Honfleur
signed 'Edward Seago' (lower left)

oil on board

45.7 x 61.4cm (18 x 24 3/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Seago acquired his first boat *Endeavour*, primarily to function as a floating studio and provide the means to travel abroad. After many years of service and an unreliable engine, Seago purchased a replacement, *Capricorn*, depicted in the present lot. Seago sailed to Dieppe, Le Havre, Paris and on the way home via Honfleur harbour, producing a large number of works. He returned many times to the continent, finally selling *Capricorn* in 1968.



OTHER PROPERTIES

103AR

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

Belem, 4th April 1954

signed 'Edward Seago' (lower left)

oil on board

30.5 x 41cm (12 x 16 1/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

P. & D. Colnaghi & Co. Ltd., London.

Private collection, Ireland.



104* AR

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

Market stalls, Essaouira, Morocco

signed 'Edward Seago' (lower left); bears title (on the reverse)

oil on board

35.5 x 27cm (14 x 10 5/8in).

£8,000 - 12,000

€9,000 - 13,000

US\$10,000 - 15,000

Provenance

G. Blair Laing Ltd., Toronto.

Private collection, Canada.

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Pritchett, Edward	52		
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Verhas, Frans	31		
Verhas, Jan Frans	32, 33		
Verschuur, Wouter	25, 26		
W			
Webster, Walter Ernest	87, 88		

Bonhams

AUCTIONEERS SINCE 1793



Impressionist & Modern Art

New Bond Street, London | 28 February 2019 at 5pm

ENQUIRIES

+44 (0)20 7468 8328
india.philips@bonhams.com
bonhams.com/impressionist

LÉONARD TSUGUHARU FOUJITA (1886-1968)

Vierge et enfant
signed 'Foujita' (lower left)
oil and gold leaf on canvas
22 x 16.1cm (8 11/16 x 6 5/16in).
Painted circa 1953
£100,000 - 150,000 *



Bonhams

AUCTIONEERS SINCE 1793

The Private Collection & Gallery of Alain Morvan Antiquitäten

Montpelier Street, London | 6 March 2019 at 10am

VIEWING

Munich (highlights only)

16 - 22 February

London

3 - 6 March

ENQUIRIES

+44 (0) 20 7468 8358

charlie.thomas@bonhams.com

[bonhams.com/privatecollections](https://www.bonhams.com/privatecollections)

Bonhams

AUCTIONEERS SINCE 1793



British and European Art

Montpelier Street, London | 20 March 2019, 1pm

ENQUIRIES

+44 (0) 20 7393 3960
thomas.seaman@bonhams.com
[bonhams.com/19thcentury](https://www.bonhams.com/19thcentury)

WILLIAM HENRY MARGETSON RI, ROI (BRITISH, 1861-1940)

The coral necklace
oil on canvas
£2,000 - 3,000 *

Bonhams

AUCTIONEERS SINCE 1793



California and Western Paintings & Sculpture Including Selections from the L.D. “Brink” Brinkman Collection

Los Angeles | 16 April 2019

**CONSIGNMENTS
NOW INVITED**

INQUIRIES

Scot Levitt
+1 (323) 436 5425
scot.levitt@bonhams.com
bonhams.com/calwest

OLAF CARL WIEGHORST (1899-1988)

Bareback Bronc Rider
oil on canvas
30 x 36in
Painted in 1948
\$50,000 - 70,000

Bonhams

AUCTIONEERS SINCE 1793



19th Century European Paintings

New York | 30 April 2019

ENTRIES NOW INVITED

ENQUIRIES

Madalina Lazen
+1 (212) 644 9108
madalina.lazen@bonhams.com
[bonhams.com/19thcenturypaintings](https://www.bonhams.com/19thcenturypaintings)

**SIR ALFRED JAMES MUNNINGS,
P.R.A., R.W.S. (BRITISH, 1878-1959)**

Passing the barrow
oil on panel
16 1/4 x 24in (41.6 x 61cm)
\$40,000 - 60,000

Bonhams

AUCTIONEERS SINCE 1793



Modern British & Irish Art

New Bond Street, London | 12 June 2019

ENTRIES NOW INVITED

Closing date 26 April 2019

ENQUIRIES

+44 (0) 20 7468 5862

britart@bonhams.com

bonhams.com/modernbritish

JACK B. YEATS R.H.A. (IRISH, 1871-1957)

Romeo and Juliet (The Last Act)

signed 'JACK B YEATS' (upper left)

oil on canvas

45.8 x 61.1 cm. (18 x 24 in.)

Painted in 1927

£80,000 - 120,000*

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 *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. 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.

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*).

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

8. VAT

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

The following symbols, 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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by 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: 25663009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25663009

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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

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 Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 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.

9 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*.

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

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:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	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;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	10 OUR LIABILITY	10.1
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	8.2.1	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;	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
7.2	9.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2	Paragraph 9 applies only if:
	9.2.1		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
	9.2.2		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
	9.2.3		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"New Bond Street" means *Bonhams'* 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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• Indicates independent contractor

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