



# Bonhams

**British and European Art**

Montpelier Street, London | 20 March 2019



*W. A. ...*

# British and European Art

Part I: Victorian & British Impressionist Art

Part II: 19th Century European, Impressionist & Modern Art

Montpelier Street, London | Wednesday 20 March 2019 at 1pm

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Inside Back Cover: Lot 121  
Part 1: Lot 161  
Part 2: Lot 210  
Index pages: Lot 112 and 111

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

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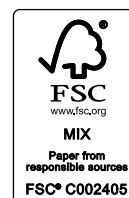
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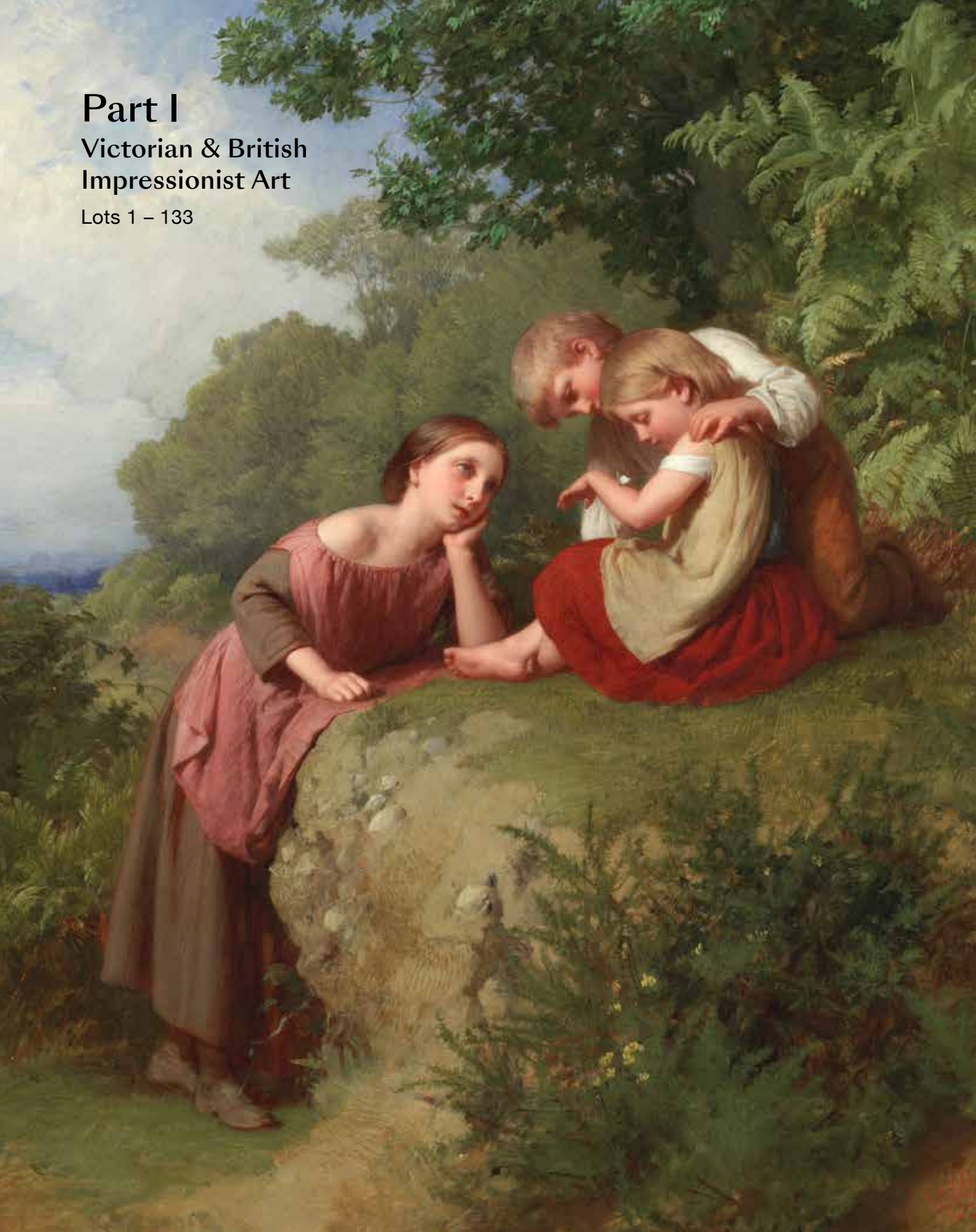
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# Part I

## Victorian & British Impressionist Art

Lots 1 – 133



# WORKS FROM THE ANDREWARTHA COLLECTION OF PICTURES BY JOHN CYRIL HARRISON

Lots 1 – 11



1

## JOHN CYRIL HARRISON (1898-1985)

Born in Wiltshire, 'Jack' Harrison started drawing from a young age and studied at the Slade School of Art following his service in WWI. After visiting British Columbia in his teens Harrison settled in Norfolk where much of his best work would be produced. He was closely associated with the Norfolk Naturalists Trust, donating a work each year for their series of Christmas cards.

Harrison continued to travel extensively including trips to Scotland, Iceland and Africa. While in Scotland Harrison spent time with the naturalist, Seton Gordon, producing numerous studies on Golden Eagles and their eyries, as can be seen in lot 3. Harrison also illustrated Gordon's *'Days with the Golden Eagle'* (1927). His other publications included *'Bird Portraits'* in 1949, illustrations for Jean Delacour's *'The Pheasants of the world'*, Brown and Amadon's *'The Birds of Prey of the World'* (1968), David Evan's *'The Birds of Prey of the British Islands'* (1980), and McKelvie & Tyron's *'The Game Birds of the British Isles'* (1989).

Writing about his technique Harrison noted, 'I have been asked "How is it possible to draw a bird in flight accurately, and make it look as if it is flying?" ... I never copy photographs... Birds in flight can only be drawn from memory. The eye must be trained to a high pitch... catching the bird's position in a fraction of a second and reflecting it in the mind until it can be drawn. After much practice, and a thorough knowledge of the bird itself, it is possible to hold the most difficult attitudes of flight in the mind indefinitely. But first one must be a master of drawing, have exceptional powers of observation and a thorough and complete knowledge of the bird to be drawn, its form anatomy and habits. Above all one must be gifted without a profound rhythm of flight and power of movement.' (A bird artist on his job, *Country Life*, October 12, 1945).

Harrison's work was regularly exhibited at the Tryon Gallery. In his preface to *'The Game Birds of the British Isles'* Almer Tryon, a life-long friend and champion of Harrison's work noted he was a 'quiet sportsman and skilful artist [whose] game birds in flight surpass even those of Archibald Thorburn.'

1 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Grouse at dawn  
signed 'JCHarrison' (lower right)  
watercolour  
54.6 x 74.9cm (21 1/2 x 29 1/2in).(l)

£4,000 - 6,000  
€4,600 - 6,900  
US\$5,200 - 7,700

**Provenance**

Anon. sale, Christie's, London, Watercolours and Pictures of Birds,  
15 March 1994, lot 41.  
The Tryon Gallery Ltd., London.

2 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Soaring over the Cuillins, Isle of Skye  
signed 'JCHarrison' (lower right)  
watercolour  
45.7 x 31.1cm (18 x 12 1/4in).(l)

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,900 - 6,500

3 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Shooting up  
signed 'JCHarrison' (lower right)  
watercolour  
59 x 43.2cm (23 1/4 x 17in).(l)

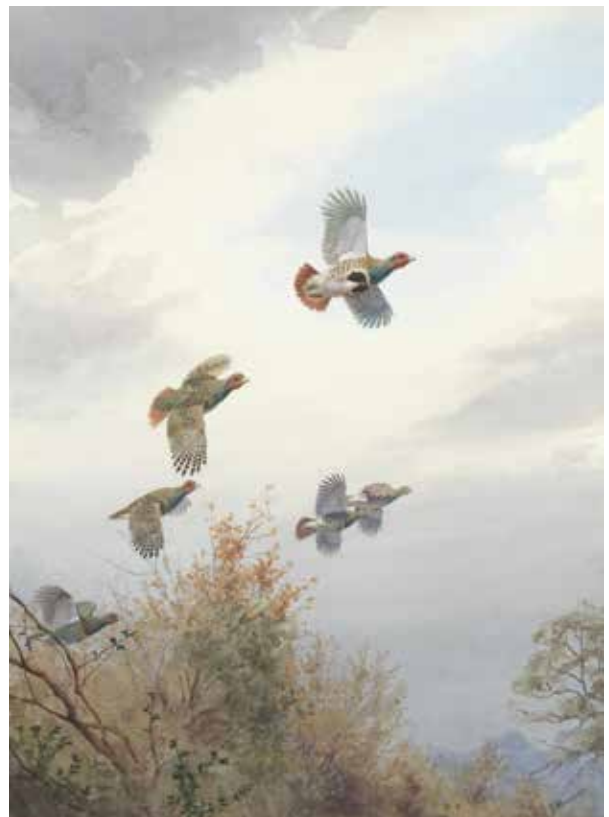
£3,000 - 5,000  
€3,400 - 5,700  
US\$3,900 - 6,500

**Provenance**

The Tryon Galleries Ltd., London.



2



3



4



5

4 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Distant gunfire  
signed 'JCHarrison' (lower right)  
watercolour  
38.1 x 55.9cm (15 x 22in).(l)

**£3,000 - 5,000**  
**€3,400 - 5,700**  
**US\$3,900 - 6,500**

**Literature**

Colin Laurie McKelvie & The Honourable Alymer Tryon, *The Game Birds of The British Isles* by J.C. Harrison', Ashford Press Publishing, Hampshire, 1989, plate IX.

5 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Partridge at dusk  
signed 'JCHarrison' (lower right)  
watercolour  
33.7 x 47.7cm (13 1/4 x 18 3/4in).(l)

**£3,000 - 5,000**  
**€3,400 - 5,700**  
**US\$3,900 - 6,500**





6

6 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Over a snowbound corrie  
signed 'JCHarrison' (lower right)  
watercolour heightened with white  
33 x 45.7cm (13 x 18in). (I)

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

7 AR

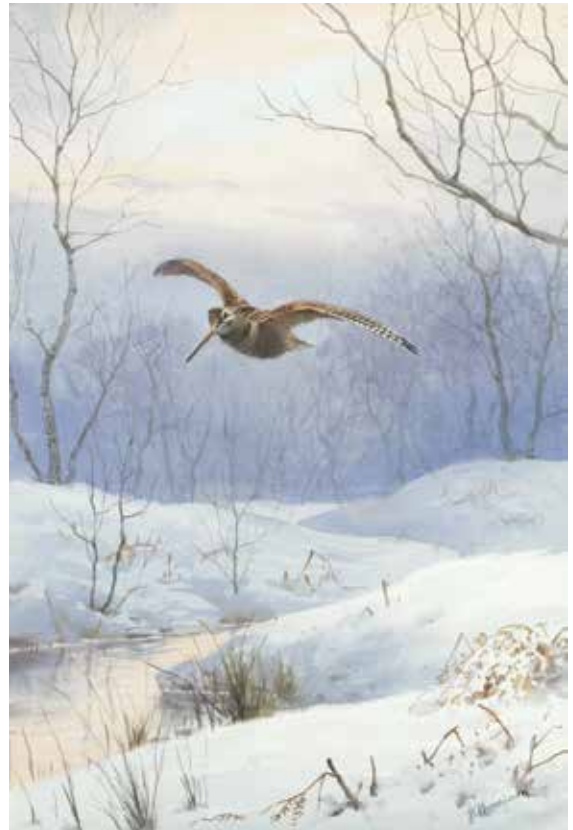
**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Flying through the winter twilight  
signed 'JCHarrison' (lower right)  
watercolour  
65.4 x 36.8cm (25 3/4 x 14 1/2in). (I)

£2,500 - 3,500

€2,900 - 4,000

US\$3,200 - 4,500



7



8



9

8 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Marsh Harriers  
signed 'JCHarrison' (lower right)  
watercolour and bodycolour  
13.3 x 21.6cm (5 1/4 x 8 1/2in).(l)

**£400 - 600**  
**€460 - 690**  
**US\$520 - 780**

9 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Partridges in a winter landscape  
signed 'JCHarrison' (lower right)  
watercolour  
22.2 x 13.3cm (8 3/4 x 5 1/4in).(l)

**£800 - 1,200**  
**€910 - 1,400**  
**US\$1,000 - 1,500**



10

10 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Black-Throated Divers on a Scottish loch

signed 'JCHarrison' (lower right)

watercolour

42 x 63.5cm (16 9/16 x 25in).(l)

£400 - 600

€460 - 690

US\$520 - 780

11 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Flushed from the reeds

signed 'J.C.Harrison' (lower right)

watercolour and bodycolour

22.2 x 13.3cm (8 3/4 x 5 1/4in).(l)

£400 - 600

€460 - 690

US\$520 - 780



11



## VARIOUS PROPERTIES

12

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

Golden Eagle

signed and dated 'A.Thorburn/1884' (lower right)

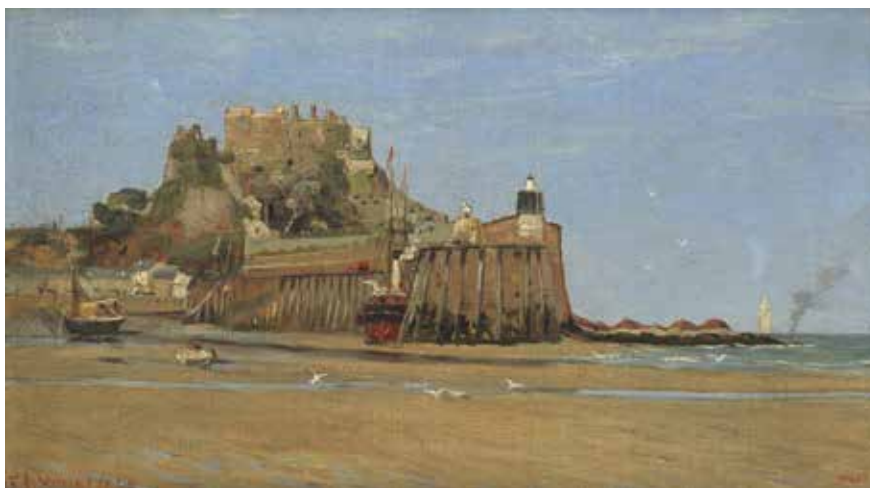
watercolour and bodycolour

34 x 26cm (13 3/8 x 10 1/4in). (I)

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900



13

**FREDERICK A. WINKFIELD (BRITISH,  
ACTIVE 1873-1920)**

St Helier, Jersey; Mont Orgueil castle, Jersey;  
Kew bridge

each signed 'F.A.WINKFIELD' (lower left),  
the third also dated '1891' (lower left);  
respectively inscribed 'MOO', 'MUE', 'AEU'  
(lower right); each bears title (on the reverse)  
oil on canvas laid to board  
each 12.7 x 20.3cm (5 x 8in). (3)

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300





14

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

A group of six cows in Canterbury Meadows  
signed 'T. Sidney Cooper/1873' (lower left)  
oil on canvas  
76.8 x 110.5cm (30 1/4 x 43 1/2in).

**£6,000 - 8,000**

**€6,900 - 9,100**

**US\$7,700 - 10,000**

**Provenance**

Anon. sale, Christie's, London, 20 July, 1945, lot 125.  
Anon. sale, Phillips, London, 16 December 1986, lot 48.  
Private collection, UK.

**Literature**

Kenneth Westwood, *Thomas Sidney Cooper, His life and work*,  
David Leathers Publishing, Ilminster, 2011, Volume One, cat. no.  
O.1873.26., p. 374.



15



16

15

**WILLIAM SIDNEY COOPER (BRITISH, 1854-1927)**

Eddington meadows, Kent  
signed and dated 'W.Sidney Cooper.1921' (lower left)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

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

**Provenance**

Private collection, UK.

16

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

The farm assembled  
signed 'J.F.Herring' (lower right)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

**£3,000 - 5,000**  
**€3,400 - 5,700**  
**US\$3,900 - 6,500**

**Provenance**

Frost and Reed, London, no. 1701.



17

**SAMUEL WILLIAMSON (BRITISH, 1792-1840)**

Fisherfolk and cattle on the seashore; A mountainous landscape, a pair

the first signed and dated 'S.Williamson/1831' (lower right)

oil on panel

33 x 47cm (13 x 18 1/2in).(2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Anon. sale, Christie's, London, 8 April 1998, lot 67.





18



19

18

**GEORGE GARRARD (? 1760-1826 LONDON)**

A bay cob and terrier by a stable  
signed and dated 'G.Garrard 1787' (lower right)  
oil on canvas  
43.2 x 53.4cm (17 x 21in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**

**Provenance,**

Anon. sale, Sotheby's, 18 June 1969, lot 152 (as 'A chestnut hunter').  
Mr Paul Mellon, KBE, no.1427m, acquired from the above sale.  
Probably on loan to the Yale Center of British Art, PM 5691.  
Sale, Sotheby's, Paintings from the Paul Mellon Collection, 18  
November 1981, lot 101.  
Private collection, UK.

**Literature**

Judy Egerton, *British Sporting and Animal Paintings, 1655-1867*,  
1978, p. 164, no. 159.

19 \*

**EDWARD CHARLES WILLIAMS (BRITISH, 1807-1881) AND  
WILLIAM SHAYER (BRITISH, 1787-1879)**

'The last load'  
indistinctly signed with initials 'ECW---' (lower right); signed and titled  
'The last load/E.C.Williams' (on artist's label affixed to stretcher)  
oil on canvas  
61 x 106.7cm (24 x 42in).

**£3,000 - 5,000**  
**€3,400 - 5,700**  
**US\$3,900 - 6,500**



20

20

**WILLIAM JOSEPH SHAYER (BRITISH, 1811-1891)**

Gossip; A quiet pipe, a pair  
 each signed and dated ' W.J.Shayer/1885'  
 (the first lower left, the second lower right)  
 oil on board  
 each 16.5 x 24.2cm (6 1/2 x 9 1/2in).(2)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



20

21

**THOMAS UWINS (BRITISH, 1782-1857)**

The midday meal  
 oil on panel  
 29 x 41cm (11 7/16 x 16 1/8in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

**Provenance**

Mr Paul Mellon, KBE, no.174.  
 Probably on loan to the Yale Center of British Art, PM 619.  
 Sale, Sotheby's, Paintings from the Paul Mellon Collection, 18 November 1981, lot 108.  
 Private collection, UK.



21

22 \*

**CLARENCE HENRY ROE (BRITISH, 1850-1909)**

A storm across the glen  
signed 'Clarence Roe' (lower right)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

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



22

23 \*

**WILLIAM GOSLING (BRITISH, 1824-1883)**

An extensive landscape with figures bringing in the harvest  
signed 'W GOSLING' (lower centre)  
oil on canvas  
50.8 x 83.8cm (20 x 33in).

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



23

24 \*

**JOHN WRIGHT OAKES (BRITISH, 1820-1887)**

Courting on the river bank  
indistinctly signed with monogram (lower right)  
oil on canvas  
31.8 x 85.1cm (12 1/2 x 33 1/2in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



24



25



25



26

25

**CHARLES EDWARD WILSON (BRITISH, 1854-1941)**

The bird's nest; Feeding chicks, a pair each signed 'C.E.WILSON' (lower right) watercolour, tondo each diameter 17.5cm (6 7/8in).

£3,000 - 5,000  
 €3,400 - 5,700  
 US\$3,900 - 6,500

**Provenance**

Property of a deceased's estate.

26

**WILLIAM ROBERT SYMONDS (BRITISH, 1851-1934)**

Portrait of Guy Lutwyche as a young boy signed and dated 'W.R.Symonds/1895' (lower right); signed and titled on artist's label (affixed to frame verso) oil on canvas 68 x 49.5cm (26 3/4 x 19 1/2in).

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

**Provenance**

Anon. sale, Dreweatts, Newbury, 27 April 1988, lot 351.  
 Private collection, UK.



27 AR

**E. IRLAM BRIGGS (BRITISH, 1867-1950)**

A book at bedtime  
signed 'Irlam Briggs' (upper right)  
oil on canvas  
61 x 91cm (24 x 35 13/16in).

£5,000 - 7,000

€5,700 - 8,000

US\$6,500 - 9,000

**Provenance**

Anon. sale, Sotheby's, London, 17 December 1986, lot 174  
(sold for £9,900).



28



28



29

28

**HENRY WOODBRIDGE PARTON  
(AMERICAN, 1858-1933)**

Cattle drinking; Sheep by a stream, a pair each signed 'W.H.Parton' (the first lower left, the second lower right)

watercolour

41.9 x 31.7cm (16 1/2 x 12 1/2in). (1)(2)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Property of a deceased's estate.

29

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

Ships in a heavy swell  
signed and dated 'E.Duncan/1879' (lower left)

watercolour

78.1 x 68cm (30 3/4 x 26 3/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600



30



31

30 \*

**THOMAS CHARLES LEESON  
ROWBOTHAM (BRITISH, 1823-1875)**

The wreckers  
signed and dated 'T L Rowbotham/1870'  
(lower right)  
watercolour and bodycolour  
64.8 x 89.5cm (25 1/2 x 35 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

31

**FOLLOWER OF WILLIAM HENRY  
BARTLETT (BRITISH, 1809-1854)**

A view of Dublin Bay  
oil on canvas  
45.7 x 106.7cm (18 x 42in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

The artist of the present painting, probably working *circa* 1860-70, took inspiration from William Bartlett's engraving 'Dublin Bay from Kingstown Quarries' published in 'Scenery and Antiquities of Ireland' c.1941. Dublin Bay is seen from the panoramic viewpoint of Killiney Hill, with Howth in the distance and Dún Laoghaire on the near side of the bay. Quarrying on Dalkey Hill, in the foreground, provided the granite needed to build the harbour pier in Dún Laoghaire and the Great South Wall extending from the tip of the Poolbeg peninsula to the lighthouse visible in the middle of the bay.



32



33



34

32

**JAMES HAYLLAR, RBA (BRITISH, 1829-1920)**

Portrait of the artist's son, Algernon Victor  
signed, dated and inscribed 'J.Hayllar./13 may 1872/Algernon Victor,  
born 15 April 1868' (lower right)  
oil on paper  
22.2 x 16.5cm (8 3/4 x 6 1/2in).

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

33

**AMY E. FISHER (BRITISH, ACTIVE 1866-1890)**

Goodbye  
signed and dated 'A.E.FISHER 1870' (lower right)  
watercolour  
35.5 x 25.4cm (14 x 10in).

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

**Provenance**

Property of a deceased's estate.





35



35



35



35

34

**WILLIAM HENRY HUNT, OWS (BRITISH, 1790-1864)**

A young fisher boy  
signed and dated 'W.Hunt 1833' (lower left)  
watercolour over pencil with scratching out  
29.8 x 18.1cm (11 3/4 x 7 1/8in).

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

**Provenance**

Private collection, UK.

35 \*

**HENRY WILLIAM PICKERSGILL, RA (BRITISH, 1782-1875)**

'Oil and Pencil Sketches for Portraits'  
an album of various media, including oil, pencil and wash  
album size 42 x 30cm (16 9/16 x 11 13/16in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900



36



38



37

36 <sup>AR</sup>

**HENRY JOHN SYLVESTER STANNARD, RBA (BRITISH, 1870-1951)**

A bit of Devon  
signed 'HSylvesterStannard' (lower left)  
watercolour  
36.8 x 26.7cm (14 1/2 x 10 1/2in).

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

**Provenance**

Property of a deceased's estate.

37

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

Columns, Egypt  
gouache  
49.5 x 34.5cm (19 1/2 x 13 9/16in).

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

**Provenance**

With Richard Ivor, where purchased by the present owner in the 1970s.

38 \*

**EBENEZER WAKE COOK (BRITISH, 1843-1926)**

Orta from the Sacro Monte, North Italy  
signed and dated 'E.Wake Cook.92' (lower left)  
watercolour  
66.7 x 90.2cm (26 1/4 x 35 1/2in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



39



40

39

**CLARKSON STANFIELD, R.A. (BRITISH, 1793-1867)**

River scene  
signed and dated 'CStanfield 1832' (lower left)  
oil on canvas  
53 x 84cm (20 7/8 x 33 1/16in).

**£3,500 - 4,500**  
**€4,000 - 5,100**  
**US\$4,500 - 5,800**

**Provenance**

Purchased by Thomas Agnew & Son from Morrison McChlery,  
Glasgow, 27 May 1964.  
Thomas Agnew & Sons, no. 25182 as *Scene on the Rhine*.  
Purchased from the above by the father of the current owner, 24  
September 1964.

40

**JANE VIVIAN (BRITISH, ACTIVE 1869-1877)**

Sunset on the Grand Canal, Venice  
signed 'J Vivian' (lower left)  
oil on canvas  
46.3 x 81.3cm (18 1/4 x 32in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**



41

41

**ALFRED GOMERSAL VICKERS (BRITISH, ACTIVE 1810-1837)**

Old houses by the Thames  
signed 'A.G.Vickers' (lower right)  
watercolour  
17.8 x 25.4cm (7 x 10in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

The Pethick collection.  
John Spink, London.  
Private collection, UK, acquired from the above.



42

42

**SAMUEL THOMAS GEORGE EVANS (BRITISH, 1829-1904)**

'Sunset on Brighton Sands'  
bears title on old label attached to backboard  
watercolour heightened with bodycolour and  
scratching out  
15 x 24.5cm (5 7/8 x 9 5/8in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

Anon. sale, Sotheby's, London, 1 April 1993,  
lot 80.  
Chris Beetles, London.



43

43

**THOMAS MILES RICHARDSON JNR., R.W.S. (BRITISH, 1813-1890)**

On the Loch, Inverness  
signed and indistinctly dated  
'TMRichardson/18-5' (lower left)  
watercolour heightened with white  
25.4 x 58.4cm (10 x 23in).

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



44

**EDWARD HENRY MARTINEAU (BRITISH, 1825-1901)**

A collection of Italian views  
pen and ink and wash, all unframed, held in a box

44 drawings plus the list of works

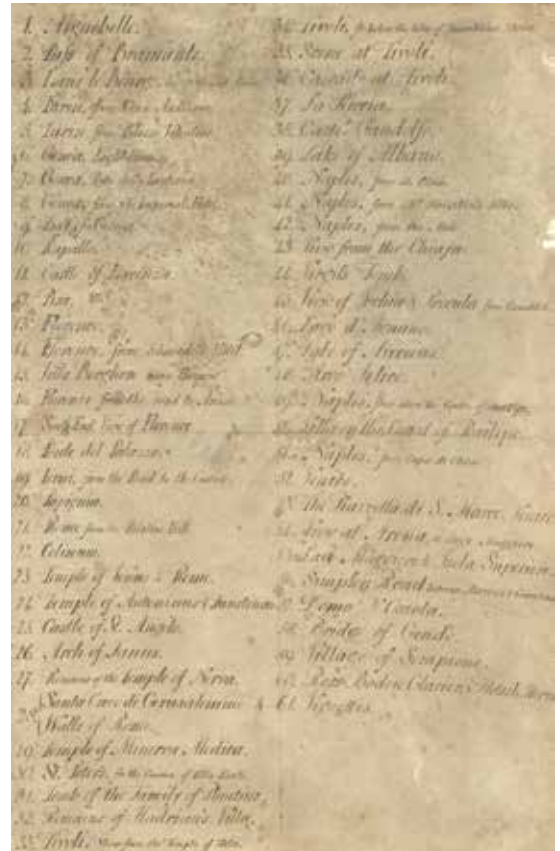
£2,000 - 4,000

€2,300 - 4,600

US\$2,600 - 5,200

**Provenance**

By descent through the artist's family.



(list of works)

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.



45

45

**AUGUSTUS EDWIN MULREADY  
(BRITISH, 1844-1905)**

'The close of the day - selling out'  
signed 'AE Mulready' (lower left); signed and  
titled (on the stretcher verso)  
oil on canvas  
68.6 x 50.8cm (27 x 20in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

46 \*

**FRANCIS WILLIAM TOPHAM (BRITISH,  
1808-1877)**

A Zouave relating his adventures  
signed and dated 'F W Topham/1857' (lower  
left)

watercolour and bodycolour  
66 x 58.4cm (26 x 23in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

**Provenance**

The collection of J. Broughton Dugdale, Esq.  
Thos Agnew & Sons, Manchester.  
Private collection.

**Exhibited**

Manchester, Royal Jubilee Exhibition, 1887,  
no. 1655.



46



47

**RICHARD REDGRAVE (BRITISH, 1804-1888)**

'Bad news from sea'

signed and dated 'Richd Redgrave 1842' (lower right)  
oil on panel

81 x 70.5cm (31 7/8 x 27 3/4in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

'A picture of a sailor's home, which is about to become a house of mourning, the wife of the absent mariner having received a letter with a black seal which she hesitates to open. The sudden revulsion of feeling depicted in the countenance of the wife on discovering the black seal is described with the utmost natural truth' - *Art Union*, 1842, p. 126.

**Provenance**

Private collection, UK.

**Exhibited**

London, Royal Academy, 1842, no. 439.

Liverpool, Liverpool Academy, 1942, no. 167.

London, British Institute, 1843, no. 42.

London, Victoria and Albert Museum, and New Haven, Yale Centre for British Art, '*Richard Redgrave*', 1988, no. 20.

**Literature**

The Art Union, 1942, p. 126 and 232.

The Art Union, 1943, p. 64

Susan P. Casteras and Ronald Parkinson (eds.), *Richard Redgrave 1804-1888*, published in association with the V & A Museum and Yale Center for British Art by Yale University Press, New Haven and London, 1988, illustrated p. 106, cat no 20.



48

48 \*

**EDWARD JOHN COBBETT (BRITISH, 1815-1899)**

Mother and child at the spring  
signed and dated 'E.J.Cobbett/1851' (lower left)

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

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

**Provenance**

St Helier Galleries Ltd., Jersey.



49

49

**EDWARD ROBERT SMYTHE (BRITISH, 1810-1899)**

Punch and Judy  
signed 'ERSmythe' (lower right)

oil on canvas  
24.2 x 34.3cm (9 1/2 x 13 1/2in).

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

**Provenance**

Weston Gallery, Norwich.  
Private collection, UK.



50

50

**FREDERICK WILLIAM 'WATERS' WATTS (BRITISH, 1800-1870)**

Landscape with figures tending sheep and cattle  
signed 'FWatts' and indistinctly dated (lower left)

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

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600





51



52

51 \*

**FREDERICK WILLIAM 'WATERS' WATTS (BRITISH, 1800-1870)**

Tintern Abbey on the Wye

oil on canvas

85.1 x 127.5cm (33 1/2 x 50 3/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Frost & Reed, London.

**Exhibited**

London, Royal Academy, 1847, no. 269.

52

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

Wargrave at sunrise

signed 'Alfred.de Bréanski' (lower left)

oil on canvas

61 x 91.5cm (24 x 36in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Private collection, UK.



53 \*

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

A birchwood on the Llugwy  
signed and dated 'B.W.Leader.1880' (lower left)  
oil on canvas  
*61 x 91.5cm (24 x 36in).*

**£6,000 - 8,000**

**€6,900 - 9,100**

**US\$7,700 - 10,000**

**Provenance**

M. Newman Ltd., London.



54



55

54

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

A fine summer's day near Whittington, Worcestershire  
signed and dated 'B.W.Leader./1863' (lower left)

oil on board

35.6 x 45.7cm (14 x 18in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Anon. sale, Bonhams, Knightsbridge, 9 September 2014, lot 92.  
Purchased from the above sale by the present owner.

55

**JAMES BAKER PYNE (BRITISH, 1800-1870), AND THOMAS SIDNEY COOPER (BRITISH, 1803-1902)**

Wooded landscape, with drover, cattle and goats on a path  
signed and dated 'JBPyne 1844' (lower right)

oil on canvas

48.3 x 74.3cm (19 x 29 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Anon. sale, Christie's, London, 12 April 1991, lot 61.  
Private collection UK.



56



57

56

**AUGUSTUS LEOPOLD EGG (BRITISH, 1816-1863)**

Hudson entertaining Charles I and Henrietta Maria  
oil on board  
15.2 x 25.4cm (6 x 10in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**  
Private collection, UK.

57

**JAMES STOKELD (BRITISH, 1827-1877)**

The critics  
signed and dated 'J. Stokeld/1866' (lower left); bears signature, title  
and date (on the reverse)  
oil on canvas  
71.10 x 91.40cm (28 x 36in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

**Provenance**  
Anon. sale, Sotheby's, Billingshurst, 18 July 2001, lot 269.  
Private collection UK.



58



59

58 AR

**FRANK MOSS BENNETT (BRITISH, 1874-1952)**

The card players  
signed and dated 'FMBennett/1927' (lower right)  
oil on canvas  
35.5 x 50.8cm (14 x 20in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

59 AR

**FRANK MOSS BENNETT (BRITISH, 1874-1952)**

'Advice'  
signed and dated 'FMBennett 1923' (lower right); titled on artist's  
label (affixed to frame verso)  
oil on canvas  
35.5 x 50.8cm (14 x 20in).

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

**Provenance**

E. Stacy Marks Ltd., Eastbourne, no. B 287.  
Purchased from the above in the 1950s and thence by descent.



60

**WALTER HUNT (BRITISH, 1861-1941)**

A newcomer to the trough  
signed and dated 'W.HUNT.1918'  
oil on canvas  
76.2 x 114.3cm (30 x 45in).

£5,000 - 7,000

€5,700 - 8,000

US\$6,500 - 9,000

**Provenance**

Burlington Paintings, London.



61

**WALTER HUNT (BRITISH, 1861-1941)**

A family of donkeys  
signed and dated 'W.HUNT.83' (lower right)  
oil on canvas  
46.3 x 61.6cm (18 1/4 x 24 1/4in).

£5,000 - 7,000

€5,700 - 8,000

US\$6,500 - 9,000



62



63

62

**WALTER HUNT (BRITISH, 1861-1941)**

Share and share alike  
signed and dated 'W.HUNT.1912' (lower left);  
inscribed 'To Mr & Mrs Maurice Davis/With  
best wishes from/Walter Hunt/Xmas 1912'  
(on the reverse)  
oil on canvas  
17.8 x 22.8cm (7 x 9in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

63

**EDWARD LAELL (BRITISH, 1821-1886)**

Still life of fruit and flowers on a grey marble  
ledge  
signed with monogram (lower right)  
oil on canvas  
36.2 x 30.5cm (14 1/4 x 12in).

£2,500 - 3,500

€2,900 - 4,000

US\$3,200 - 4,500

**Provenance**

Private collection, UK.





64

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

Still lifes of roses, a pair  
each signed with initials and dated 'E.H.S./1863' (lower right)  
oil on board  
each 17.8 x 22.8cm (7 x 9in).(2)

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**

**Provenance**

Private collection, UK.



65

65  
**WILLIAM KAY BLACKLOCK (BRITISH, ACTIVE 1897-1921)**

Picking flowers  
signed 'W.Kay Blacklock' (lower left)  
oil on canvas  
61 x 45.7cm (24 x 18in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**

Property of a deceased's estate.



66

66  
**RALPH HEDLEY (BRITISH, 1848-1913)**

Jack ashore, old Whitby  
signed 'R.Hedley' (lower right)  
oil on canvas  
76.2 x 101.6cm (30 x 40in).

£4,000 - 6,000  
€4,600 - 6,900  
US\$5,200 - 7,700

67

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

The river in summer; a pair  
each signed and dated 'F.W.Hulme 1855'  
(lower right)

oil on canvas

each 30.5 x 45.7cm (12 x 18in).(2)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Private collection, UK.

68

**HENRY JOHN YEEND KING, RBA, VPRI, ROI (BRITISH, 1855-1924)**

Gathering the brood  
signed 'Yeend King' (lower right)

oil on canvas

36.8 x 64.8cm (14 1/2 x 25 1/2in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Private collection, UK.



67



67



68



69

69

**HEYWOOD HARDY (BRITISH, 1843-1933)**

The meet  
signed 'Heywood Hardy' (lower right)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

£6,000 - 8,000  
€6,900 - 9,100  
US\$7,700 - 10,000

70

**HEYWOOD HARDY (BRITISH, 1843-1933)**

A rest at the roadside  
signed and dated 'Heywood Hardy/1883'  
(lower right)  
oil on canvas  
46.3 x 38.7cm (18 1/4 x 15 1/4in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500



70

71 \*

**GEORGE SHERIDAN KNOWLES RI, RBA,  
ROI, RCA (BRITISH, 1863-1931)**

Summer blossoms  
signed 'G.Sheridan Knowles' (lower left)  
oil on canvas  
61 x 45.7cm (24 x 18in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

**Provenance**

Phillips & MacConnal, London.



71



72

72

**ALFRED AUGUSTUS GLENDENING SR. (BRITISH, BORN CIRCA 1840-DIED CIRCA 1910)**

Returning home  
signed with initials and dated 'A.A.G. 89'  
(lower right)  
oil on canvas  
30.5 x 50.5cm (12 x 20in).

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

73

**ALFRED AUGUSTUS GLENDENING SR. (BRITISH, BORN CIRCA 1840-DIED CIRCA 1910)**

Fishing by a lock  
signed with initials and dated 'A.A.G.89.'  
(lower right)  
oil on canvas  
30.5 x 50.5cm (12 x 20in).

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



73

74

**ALFRED AUGUSTUS GLENDENING (BRITISH, 1840-1921)**

River landscape with swans  
signed 'A.A.Glendening' (lower right)  
oil on canvas  
40.6 x 61.3cm (16 x 24 1/8in).

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



74



75



76

75

**HECTOR CAFFIERI (BRITISH, 1847-1932)**

'A fishing party'

signed and dated 'H. Caffieri 1875' (lower left); further signed, titled and inscribed with the artist's address (on old artist's label attached to modern backboard)

oil on canvas

35.9 x 60cm (14 1/8 x 23 5/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Anon. sale, Sotheby's, London, 28 September 1988, lot 152.

76

**SAMUEL JOHN CARTER, ROI (BRITISH, 1835-1892)**

Miss Effie Buxton

signed and dated 'SamL. Carter/1887' (lower right); inscribed 'Miss. Effie.Buxton' (lower left)

oil on canvas

71.1 x 91.5cm (28 x 36in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600



77



78

77

**WILLIAM ALBERT CLARK (BRITISH, ACTIVE 1899-1936)**

Melbourne Princess and Queen of Ayr  
signed and dated 'W.A.Clark RAS/1913 (lower left)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

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

78

**ALFRED CORBOULD (BRITISH, ACTIVE 1831-1875)**

Returning from Her Majesty's drawing-room, Hyde Park Corner  
indistinctly signed and dated 'Alfred Corbould/1858' (lower left)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**

The collection of Major the Hon. John Stourton.  
Anon. sale, Christie's, London, 3 February 1978, lot 211.  
Anon. sale, Christie's, London, 12 March 2008, lot 45.



79 AR

**FRANCES MABEL HOLLAMS (BRITISH, 1877-1963)**

A chestnut stallion in a field  
signed and dated 'F.M.Hollams '56' (lower left)

oil on canvas

45.7 x 60.7cm (18 x 23 7/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Private collection, UK.



79



80

80 AR

**FRANCES MABEL HOLLAMS (BRITISH, 1877-1963)**

An autumn ride  
signed and dated 'F.M.Hollams/1929'  
oil on canvas

50.8 x 61cm (20 x 24in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Private collection, UK.



81

81 AR

**FRANCES MABEL HOLLAMS (BRITISH, 1877-1963)**

Head of a grey  
signed 'F.M.Hollams' (lower left)

oil on panel

35.5 x 24.8cm (14 x 9 3/4in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

**Provenance**

Private collection, UK.



82

82

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

The family picnic  
signed 'GGKilburne' (lower left)  
watercolour heightened with white  
34.3 x 50.8cm (13 1/2 x 20in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



83

83

**HENRY RYLAND (BRITISH, 1856-1924)**

Classical maidens on the terrace, one playing  
an aulos  
signed 'Henry Ryland. R.I.' (lower right)  
watercolour  
36.5 x 53cm (14 3/8 x 20 7/8in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

**Provenance**

Private collection UK.



84

84

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

Going to market  
signed with monogram (lower left)  
watercolour heightened with white over  
traces of pencil  
19 x 30.5cm (7 1/2 x 12in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



85

85

**THOMAS JONES BARKER (BRITISH, 1815-1882)**

The fruit carrier  
signed 'Thos Jones Barker Pinxt' (lower right)  
oil on canvas, framed as an oval  
92.7 x 71.7cm (36 1/2 x 28 1/4in).

£1,500 - 2,500  
€1,700 - 2,900  
US\$1,900 - 3,200

86

**WILLIAM A. BREAKSPEARE (BRITISH, 1855-1914)**

Portrait of a lady  
signed and dated 'WABreakspeare/1883' (lower left)  
oil on canvas  
43.2 x 33cm (17 x 13in).

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

87

**MATTHEW WHITE RIDLEY (BRITISH, 1837-1888)**

Portrait of a young beauty  
signed with monogram (lower right); signed, indistinctly inscribed and  
titled in Greek (on artist's a label attached to frame verso)  
oil on canvas  
35.6 x 33cm (14 x 13in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



86



87



88

88

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

The coral necklace  
signed 'W H MARGETSON' (lower left)  
oil on canvas  
68.6 x 50.8cm (27 x 20in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**

The Romney Gallery, Bradford.  
Anon. sale, Christie's, London, 12 February  
1988.  
Private collection, UK.

89

**WILLIAM ANSTEY DOLLAND (BRITISH,  
1858-1929)**

*Matrona Superba*  
signed and dated 'WAnsteyDolland/1888'  
(lower right)  
oil on canvas  
54 x 43.2cm (21 1/4 x 17in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**

Anon. sale, Sotheby's, London, 1 October  
1986, lot 351.  
Private collection, UK.



89

90

**FREDERICK TREVELYAN GOODALL  
(BRITISH, EXH. 1868-1871)**

'Spring'

signed and dated 'Trev.Goodall/1870' (lower right)

oil on canvas

68 x 50.8cm (26 3/4 x 20in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Private collection, UK.

**Exhibited**

London, Royal Academy, 1870, no. 284.



90

91

**ALBERT LUDOVICI, SNR. (BRITISH,  
1820-1894)**

Portrait of a young lady in a white dress  
signed with monogram and dated '1871'  
(lower left)

oil on canvas

61 x 50.8cm (24 x 20in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600



91



92



93

92 \*

**ROBERT BRYDALL (BRITISH, 1839-1907)**

*Basilica di Santa Maria della Salute from San Giorgio Maggiore, Venice*  
signed and dated 'ROBERT BRYDALL 1905' (lower left); further signed (on the reverse); indistinctly titled, signed and inscribed with artist's address (on artist's label attached to frame verso)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

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

93

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

*The Venetian lagoon*  
signed 'E Aubrey Hunt' (lower right)  
oil on canvas  
35.6 x 66cm (14 x 26in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

**Provenance**

Royal Exchange Art Gallery, London.

94

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

Shipping in a heavy swell  
signed and dated 'E Aubrey.Hunt/83' (lower right)  
oil on panel  
28 x 33cm (11 x 13in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



94



95

**HARRY FIDLER (BRITISH, 1856-1935)**

Herring boats, Yarmouth  
signed 'FIDLER' (lower left)  
oil on canvas  
24.7 x 27.3cm (9 3/4 x 10 3/4in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**  
Private collection, UK.

95

96 AR

**FRANCIS MURRAY RUSSELL FLINT (BRITISH, 1915-1977)**

Flowers and lustre  
signed and dated 'F.M.Russell Flint./1948' (lower left)  
oil on canvas  
61 x 50.8cm (24 x 20in).

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



96



97



98

97 AR

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

'Three studies of Cecilia'  
signed and dated 'WRussellFlint 20.8.63' (lower right); signed, titled and inscribed 'Three Studies of Cecilia/on XVIII century blue paper/WRussellFlint' (on the backboard)  
pencil on blue paper  
28 x 53.3cm (11 x 21in).

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,900 - 6,500

**Provenance**

Frost and Reed, London.  
Private collection, UK.

98 AR

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

'Autumn on the Baise'  
signed 'W.RUSSELL FLINT' (lower left); signed, dated and inscribed 'Sunday 15-10-67/near Lavardac on the Baise/WRussellFlint' (on the reverse); further signed and inscribed 'Autumn on the Baise/for my dear Margaret & Anthony/with my love/Willie/5.11.67' (on the backboard)  
watercolour  
17.5 x 25.7cm (6 7/8 x 10 1/8in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

**Provenance**

Anon. sale, Bonhams, Leeds, 15 June 2004, lot 9.  
Private collection, UK, purchased from the above sale.





99

99 AR

**ESTELLA CANZIANI (BRITISH, 1887-1964)**

Portrait of a lady  
signed with monogram (upper right)  
oil on card  
21.9 x 16.5cm (8 5/8 x 6 1/2in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

100 AR

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

Cecilia  
signed 'W.RUSSELL FLINT' (lower right); incised 'Cecilia, with love  
from Willie, 18.11.58' (on frame verso)  
watercolour  
tondo, 10cm (4in) diameter

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

**Provenance**

Anon. sale, Bonhams, Knightsbridge, 25 January 2005, lot 163.  
Purchased from the above sale by the present owner.

101

**WALTER LANGLEY, RI (BRITISH, 1852-1922)**

Portrait of a lady  
signed 'WLangley' (lower right)  
watercolour  
16.5 x 11.5cm (6 1/2 x 4 1/2in).

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



100



101



102

102

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

'Fairy Glen, Betws-y-Coed, North Wales'  
signed 'Albert Goodwin' (lower right),  
inscribed 'Fairy Glen/Bettws y Coed. North  
Wales' (lower left)  
watercolour heightened with bodycolour and  
scratching out  
28 x 37cm (11 x 14 9/16in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

The Fine Art Society, January 1959.



103

103

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

St Mary Redcliffe, Bristol  
signed 'Albert Goodwin' (lower right) and  
inscribed 'St Mary Redcliff/Bristol'  
watercolour with scratching out  
20.3 x 24.2cm (8 x 9 1/2in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

The collection of Matthew Biggar Walker  
(according to inscription verso).  
Frost and Reed, London, no. R 9367.  
The collection of Sir Alfred Pugsley.  
Private collection, UK, bequeathed by the  
above.

104

**ARTHUR JOHN TREVOR BRISCOE  
(BRITISH, 1873-1943)**

Study of a lady paddling in the shallows,  
thought to be Alice Conyers, the artist's  
second wife  
signed and dated 'A.Briscoe/20' (lower right)  
watercolour  
29.8 x 53.4cm (11 3/4 x 21in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

Private collection, UK, acquired from the  
artist's son in 1976.



104



105



106

105 AR

**ETHEL CARRICK FOX (1872-1952)**

*'Quelques fleurs'*

signed 'CARRICK FOX' (lower left); signed, titled and inscribed with artist's address (on artist's label affixed to the reverse)

oil on board

35 x 27cm (13 3/4 x 10 5/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Private collection, UK.

106 AR

**ETHEL CARRICK FOX (1872-1952)**

*'Un petit bouquet'*

signed 'CARRICK FOX' (lower left); signed, titled and inscribed with artist's address (on artist's label affixed to the reverse)

oil on board

35 x 27cm (13 3/4 x 10 5/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Private collection, UK.



107

107 AR

**CHARLES A. BUCHEL (BRITISH, 1872-1950)**

The procession  
signed and dated 'CHAS.A.Buchel 1907' (lower left)  
watercolour heightened with bodycolour over black chalk  
49.5 x 146cm (19 1/2 x 57 1/2in).

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

**Provenance**

By descent through the family of the artist to the present owner.

108

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

'On the other side of the stile was a whole new world'  
signed 'EFORBES' (lower left)  
charcoal, watercolour and bodycolour  
55.3 x 34.3cm (21 3/4 x 13 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900



108



The present work is an illustration for 'King Arthur's Wood', a children's book written and illustrated by Forbes for her son.

**Provenance**

The family of the artist.  
Forbes Studio Sale, Newlyn Orion Benefit, 1981.  
Private collection, UK.

**Exhibited**

The Newlyn Art Gallery, *Stanhope and Elizabeth Forbes. A selection of paintings, drawings and etchings*, 30 June - 21 July 1981.  
Penlee House Gallery and Museum, *Poems, Plays and Fairytales*, 15 June - 7 September 2013.  
Worcester City Art Gallery and Museum, *Stanhope Forbes*, 21 March - 6 June 2015.

109 AR

**LUCY KEMP WELCH (BRITISH, 1869-1958)**

'The day's work done'  
signed 'Lucy Kemp-Welch' (lower left); titled (lower centre)  
charcoal and pastel  
43.2 x 34.3cm (17 x 13 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900



109



110

110

**AMBROSE MCEVOY (BRITISH, 1878-1927)**

Portrait of a lady in a bonnet  
signed 'McEvoy' (lower right)  
pen and ink and watercolour  
56.5 x 38.7cm (22 1/4 x 15 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900



111

111

**AMBROSE MCEVOY (BRITISH, 1878-1927)**

Portrait of a lady, head turned to the left  
signed 'McEvoy' (lower right)  
black chalk and watercolour  
52 x 33cm (20 1/2 x 13in).

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

**Provenance**

Anon. sale, Christie's, South Kensington, 29 July 2008, lot 112.



112



112 (verso)

112

**AMBROSE MCEVOY (BRITISH, 1878-1927)**

'Priscilla'

with another preparatory sketch for a portrait, verso  
watercolour with traces of pencil  
55.9 x 38.7cm (22 x 15 1/4in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

113

**AMBROSE MCEVOY (BRITISH, 1878-1927)**

Portrait of a woman with a blue shawl  
signed 'McEvoy' (lower left)  
pencil and watercolour heightened with white  
36.2 x 26cm (14 1/4 x 10 1/4in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

**Provenance**

R. H. Spurr, Romney Gallery, Southport.

The Wyndham T. Vint collection.

Anon. sale, Christie's, South Kensington, 29 July 2008, lot 428.



113

## WORKS FROM THE COLLECTION OF DAVID TOVEY

Lots 114 – 123



114

114

**MAX KUEHNE (AMERICAN, 1880-1968)**

Cornish headland, St Ives  
signed 'Kuehne' (lower left)  
oil on canvas  
61 x 76.8cm (24 x 30 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

### Provenance

Private collection, UK.

### Literature

David Tovey, *Pioneers of St Ives Art at Home and Abroad (1889-1914)*, 2008, fig. 11.33.  
(illustrated in colour p. 306).

115 AR

**LOUIS AUGUST SARGENT (BRITISH, 1881-1965)**

Cape Cornwall  
signed 'LOUIS SARGENT' (lower left)  
oil on board  
38.1 x 45.7cm (15 x 18in).

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

### Provenance

Ernest Brown and Phillips at the Leicester Galleries, London.



115



116

**WILLIAM HOLT YATES TITCOMB  
(BRITISH, 1858-1930)**

Gulls, St Ives bay  
signed 'W.H.Y.Titcomb' (lower right)  
oil on canvas  
86.3 x 111.8cm (34 x 44in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Exhibited**

Penzance, Penlee House Gallery and  
Museum, *A Newlyn from St Ives*, 12 April -  
7 June 2003, no. 9.

**Literature**

David Tovey, *W.H.Y. Titcomb, A Newlyn  
from St Ives*, 2003, cat.no. 9. (Illustrated in  
colour, plate 12).



116

117

**WILLIAM J. POTTER (AMERICAN, 1883-  
1964)**

The Cornish coast  
signed 'W.J.Potter' (lower right)  
oil on board  
32.4 x 40.7cm (12 3/4 x 16in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

Anon. sale, Bonhams, Knightsbridge, 23  
April 2008, lot 227.  
Private collection, UK, purchased from the  
above sale.



117



118

Between 1910 and 1920, Simpson completed his 'Wild Bird series' in Newlyn, Carbis Bay, Lamorna and St Ives. Comprising over 80 paintings the series was shown at the Laing Art Gallery, Newcastle-upon-Tyne and Plymouth City Art Gallery in 1920. Lots 118 and 119 are examples of the work from this series.

118 AR

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

Great Black Backed Gulls from the 'Wild Bird series' (no.1). signed 'Charles Simpson' (lower left) oil on board 50.8 x 71.1cm (20 x 28in).

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

**Provenance**

Private collection, UK.

**Literature**

John Branfield, *Charles Simpson: Painter of Animals & Birds, Coastline & Moorland*, Samson & Company, 2005. (Illustrated in colour p. 65).

119 AR

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

Herring Gulls from the 'Wild Bird series' signed 'Charles Simpson' (lower left) oil on board 53.4 x 73.7cm (21 x 29in).

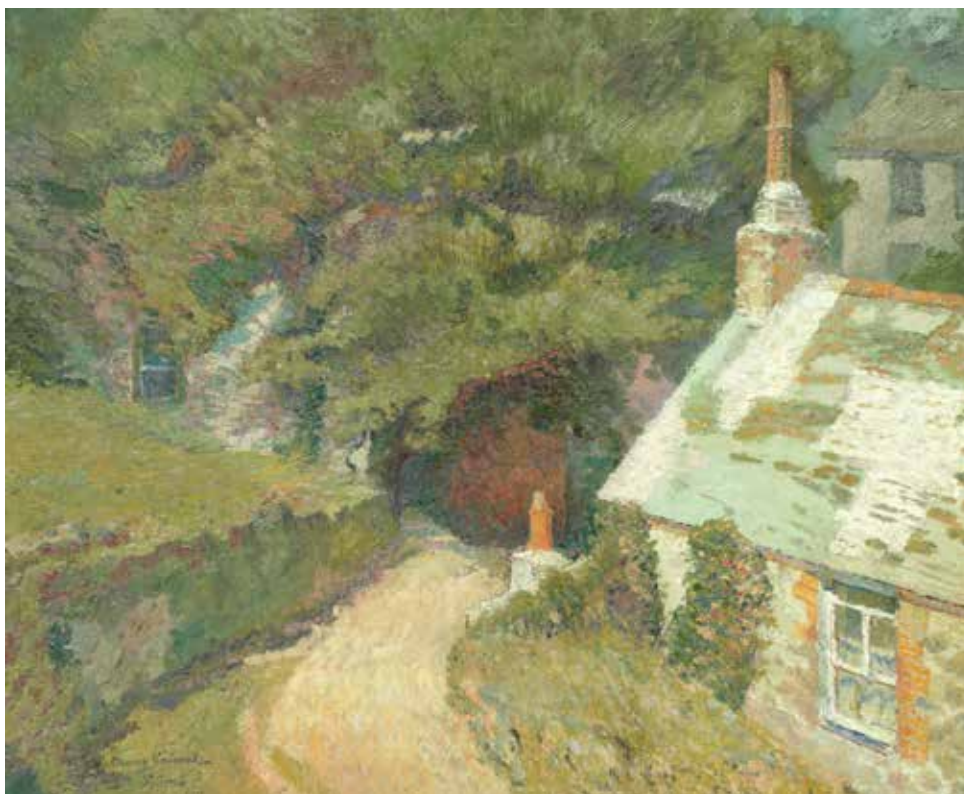
£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900

**Provenance**

Private collection, UK.



119



120

120 AR

**HENRY VALENSI (FRENCH, 1883-1960)**

*Maison à la Fleurie*, St Ives 1911

signed, dated and inscribed 'Henry Valensi/St Ives/1911' (lower left)

oil on canvas

50.8 x 61.6cm (20 x 24 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Anon. sale, Leclere - Maison de Ventes, Marseille, 23 June 2012, lot 92.

Private collection, UK.

**Exhibited**

Paris, Salon des Indépendants, 1912, number untraced.

121

**THOMAS ADOLPHUS FALCON (BRITISH, 1872-1944)**

Appledore, Devon

signed with monogram (lower left)

watercolour over pen and ink

83.8 x 64.2cm (33 x 25 1/4in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

This present lot is a study for a larger oil painting created as part of a series of six decorative panels for the small drawing room at Sharlands House, Braunton. The oil painting is currently held by the Museum of Barnstaple and North Devon.

**Provenance**

Private collection, UK.



121



122



123

122

**SIR JOHN WILLIAM ASHTON (AUSTRALIAN, 1881-1963)**

*Pont au Change, Paris*  
signed 'WILL ASHTON' (lower right)  
oil on canvas laid to board  
36.8 x 44.7cm (14 1/2 x 17 5/8in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,600**

**Provenance**

Anon. sale, Sotheby's, Melbourne, 27 November 1995, lot 225.  
Private collection, UK.

123

**HAYLEY LEVER (AMERICAN, 1875-1958)**

*Low tide, St Ives*  
oil on board  
15.8 x 23.5cm (6 1/4 x 9 1/4in).

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

**Provenance**

The Clayton Liberatore Gallery, New York.  
Private collection, UK, acquired from the above.



## VARIOUS PROPERTIES

124 AR

**JOHN ANTHONY PARK (BRITISH, 1880-1962)**

Brixham harbour  
signed 'JAPark' (lower right)  
oil on board  
30.5 x 40.6cm (12 x 16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

### Provenance

The collection of the artist's doctor, Dr E. C. Atkinson, most likely acquired directly from the artist.  
Thence by descent.



125



126

125

**MARK SENIOR (BRITISH, 1864-1927)**

Still life of roses in a glass vase  
signed and dated 'M.S./1906'  
oil on canvas  
26 x 29.2cm (10 1/4 x 11 1/2in).

**£1,200 - 1,500**  
**€1,400 - 1,700**  
**US\$1,500 - 1,900**

**Provenance**  
Private collection, UK.

**Exhibited**  
The Fine Art Society, *Paintings by Members of the Staithes Group*, 4 March - 22 March 2002, no. 67.

**Literature**  
Exh. cat., Peter Haworth, *Paintings by Members of the Staithes Group*, 2002, no. 67. (illustrated in colour p. 72).

126<sup>AR</sup>

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

Summer flowers  
signed 'DOROTHEA SHARP' (lower left)  
oil on board  
49.5 x 39cm (19 1/2 x 15 3/8in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**



127

127

**JANET C. FISHER (BRITISH, ACTIVE 1891-1925)**

The pink cloud signed 'Janet Fisher' (lower left); bears title on old label affixed to frame verso  
oil on canvas  
45.7 x 61cm (18 x 24in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

128 <sup>AR</sup>

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

Randy, during an interval at the Bertram Mills Circus, Olympia signed 'LauraKnight' (lower right)  
charcoal, coloured chalk and watercolour  
36.2 x 26.7cm (14 1/4 x 10 1/2in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

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



128



129



130

129 AR

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

Corner of the *Quai de Conte*, Paris  
signed 'Edward Seago' (lower left)  
watercolour  
19.7 x 28.5cm (7 3/4 x 11 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**

P & D Colnaghi & Co Ltd., London.  
Private collection, UK.

130 AR

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

Sailing boats near St Benet's Abbey  
indistinctly signed (lower left)  
watercolour  
25.4 x 30.5cm (10 x 12in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

**Provenance**

P & D Colnaghi & Co Ltd., London.  
Private collection, UK.





131

131

**PERCY FRENCH (IRISH, 1854-1920)**

Clear skies over an Irish bog  
signed 'Percy French' (lower left)  
watercolour

16.5 x 34.3cm (6 1/2 x 13 1/2in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

132 AR

**WILLIAM HEATON COOPER (BRITISH, 1903-1995)**

A hillside farm bathed in sunlight  
signed 'W.H.COOPER' (lower left)  
watercolour

38.1 x 57.2cm (15 x 22 1/2in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300



132

133

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

St Tropez  
signed and dated 'H.S.TUKE.1904' (lower right)  
watercolour

25.4 x 35.6cm (10 x 14in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600



133

**WORKS FROM A DECEASED'S ESTATE, CHESHIRE**

Lots 134 – 169



134

134

**CHARLES ZACHARIE LANDELLE  
(FRENCH, 1812-1908)**

*L'orientale*

signed 'Ch Landelle'

oil on canvas

46.4 x 27.3cm (18 1/4 x 10 3/4in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

135 AR

**EDWARD ANTOON PORTIELJE  
(BELGIAN, 1861-1949)**

*Motherly love*

signed 'Edward Portielje' (lower right);

stamped with artist's seal (on the reverse)

oil on panel

45.7 x 35.5cm (18 x 14in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

136 AR

**EDWARD ANTOON PORTIELJE  
(BELGIAN, 1861-1949)**

*The lacemakers*

signed 'Edward Portielje' (lower left);

fragment of artist's seal (on stretcher verso)

oil on canvas

45.7 x 38.1cm (18 x 15in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900



135



136



137



138

137

**CHARLES HAIGH-WOOD (BRITISH, 1856-1927)**

Accepted  
signed 'C HAIGH-WOOD' (lower left)  
oil on canvas  
43.2 x 54.6cm (17 x 21 1/2in).

**£2,500 - 3,500**  
**€2,900 - 4,000**  
**US\$3,200 - 4,500**

138

**CHARLES HAIGH-WOOD (BRITISH, 1856-1927)**

The keepsake  
signed 'C HAIGH WOOD.' (lower right)  
oil on canvas  
83.8 x 66cm (33 x 26in).

**£3,000 - 5,000**  
**€3,400 - 5,700**  
**US\$3,900 - 6,500**



139



140

139

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

Scene from *The Vicar of Wakefield*

'The intervals between conversations were employed in teaching my daughters piquet; or sometimes in setting my two little ones to box, to make them sharp, as he (the Squire) called it.'

signed 'W P Frith fecit' (lower left); titled on old label affixed to frame verso

oil on canvas

30.5 x 48.3cm (12 x 19in).

**£2,000 - 3,000**

**€2,300 - 3,400**

**US\$2,600 - 3,900**

A larger version of this subject was exhibited at the Royal Academy, London, 1876, no. 250.

140

**JOHN BAGNOLD BURGESS, RA (BRITISH, 1830-1897)**

Choir practice

signed and dated 'J.B.Burgess/1894'

oil on canvas

38.7 x 54cm (15 1/4 x 21 1/4in).

**£1,200 - 1,800**

**€1,400 - 2,100**

**US\$1,500 - 2,300**

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.



141

141

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

Isabella  
signed and inscribed 'EISMAN-  
SEMENOWSKY/PARIS' (lower right)  
oil on canvas  
55.9 x 47cm (22 x 18 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900



142

142

**EMILE VERNON (FRENCH, 1872-1919)**

Under the cherry tree  
signed 'E Vernon' (lower right)  
oil on canvas  
61 x 50.8cm (24 x 20in).

£2,500 - 3,500  
€2,900 - 4,000  
US\$3,200 - 4,500



143



143

143

**EMILE VERNON (FRENCH, 1872-1919)**

Young beauties; a pair  
each signed 'E Vernon' (lower right)  
oil on canvas  
each 38.1 x 26.7cm (15 x 10 1/2in). (2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

144

**PIETRONELLA PETERS (GERMAN, 1848-1924)**

Springtime  
signed 'Pietronella Peters' (lower left)  
oil on canvas  
44.5 x 30.5cm (17 1/2 x 12in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500



144



145



146



147

145

**HARRY BROOKER (BRITISH, 1848-1940)**

Morning prayers  
signed and dated 'Harry Brooker/1884' (lower right)  
oil on canvas  
61 x 50.8cm (24 x 20in).

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

146

**WILLIAM JAMES GRANT (BRITISH, 1829-1866)**

The new earrings  
signed with monogram and dated '1860' (lower left)  
oil on board  
26.7 x 21.6cm (10 1/2 x 8 1/2in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

147

**SOPHIE ANDERSON (BRITISH, 1823-1903)**

Playing her cards close to her chest  
indistinctly signed 'SAnderson' (lower right)  
oil on canvas  
37.5 x 31.7cm (14 3/4 x 12 1/2in).

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





148

148  
**EDWIN THOMAS ROBERTS (BRITISH, 1840-1917)**

Portrait of a young maid  
 signed and dated 'E Roberts/1872' (lower left)  
 oil on canvas  
 35.6 x 30.5cm (14 x 12in).

£800 - 1,200  
 €910 - 1,400  
 US\$1,000 - 1,500

149  
**MAUDE GOODMAN (BRITISH, 1860-1938)**

Bedtime  
 signed and dated twice 'M Goodman.81' (lower left and right)  
 oil on canvas  
 45.7 x 33cm (18 x 13in).

£800 - 1,200  
 €910 - 1,400  
 US\$1,000 - 1,500

150  
**GEORGE WASHINGTON BROWNLOW (BRITISH, 1835-1876)**

A tricky manoeuvre  
 oil on canvas  
 44.5 x 30.5cm (17 1/2 x 12in).

£800 - 1,200  
 €910 - 1,400  
 US\$1,000 - 1,500

A larger version of this work, dated *circa* 1872, is in the collection of Sudbury Town Council.

**Provenance**

Anon. sale, Sotheby's, Billingshurst, 18 May 1999, lot 782.

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.



149



150



151



151



152

151

**GUSTAVE JEAN JACQUET (1846-1909)**

*Distraction*

together with another bust length portrait of a lady each signed 'G Jacquet' (lower right); the second stamped with artist's seal (on stretcher verso)

the first, oil on panel; the second, oil on canvas  
*the first, 21.6 x 16.5cm (8 1/2 x 6 1/2in); the second, 21.6 x 16.5cm (8 1/2 x 6 1/2in)*

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

152

**PAUL PROSPER TILLIER (FRENCH, BORN 1834)**

Portrait of a young lady

signed 'Paul Tillier/1897' (lower left)

oil on canvas

*50.8 x 40.7cm (20 x 16in).*

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500



153



154

153

**CHARLES BERTRAND D'ENTRAYGUES (FRENCH, 1850-1929)**

Off to school, an interior scene with mother, children and grandmother  
signed and dated 'D'Entraygues/1881' (lower right)  
oil on canvas  
41.9 x 54.6cm (16 1/2 x 21 1/2in).

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

154

**ATTRIBUTED TO GIUSEPPE BARISON (ITALIAN, 1853-1930)**

A convent school at mass  
oil on canvas  
24.2 x 34.3cm (9 1/2 x 13 1/2in).

**£800 - 1,200**  
**€910 - 1,400**  
**US\$1,000 - 1,500**



155



156

155

**PIETRO GABRINI (ITALIAN, 1856-1926)**

A young couple in the bay of Naples  
signed and inscribed 'P.Gabrini/Roma' (lower left)  
oil on canvas  
40.7 x 61cm (16 x 24in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

156

**ATTRIBUTED TO PIETRO TORRINI (ITALIAN, 1852-1920)**

An interlude for refreshment  
bears signature (lower left)  
oil on canvas  
71.1 x 54.6cm (28 x 21 1/2in).

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



157

157

**SIMON DURAND (SWISS, 1838-1896)**

The end of the school day  
signed 'S DURAND' (lower right)  
oil on canvas  
50.2 x 41.9cm (19 3/4 x 16 1/2in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

158

**TURE NIKOLAUS CEDERSTROM (SWEDISH, 1843-1924)**

Violin practice  
signed and inscribed 'Th Cederström/Munchen' (lower right)  
oil on canvas  
51.5 x 38.1cm (20 1/4 x 15in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

159

**C PARTZ (CONTINENTAL SCHOOL, 19TH CENTURY)**

A patient model  
signed and dated 'C.Partz. 76'  
oil on panel  
40.7 x 30.5cm (16 x 12in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



158



159



160

160

**AUGUSTUS EDWIN MULREADY  
(BRITISH, 1844-1905)**

'The day is done'

signed and dated 'A.E.Mulready/84' (lower  
right); signed, dated and titled (on the  
reverse)

oil on canvas

25 x 16cm (9 13/16 x 6 5/16in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

161

**HENRY LEJEUNE (BRITISH, 1820-1904)**

Entranced

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

oil on canvas

61 x 50.8cm (24 x 20in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300



161

162

**FRITZ PAULSEN (GERMAN, 1838-1898)**

A proud mother  
signed 'F.Paulsen. Berlin' (lower left)  
oil on panel  
54.6 x 43.2cm (21 1/2 x 17in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

163

**BENNO FRIEDRICH TORMER (GERMAN, 1804-1859)**

The giving of alms  
signed and dated 'B.Tormer.Rom 1854'  
(lower left)  
oil on panel  
38.1 x 30.5cm (15 x 12in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



162



163



164



165

164

**JOSEPH FÉLON (FRENCH, 1818-1896)**

Lovebirds

signed 'Joseph Felon' (lower left)

oil on canvas

54.6 x 43.2cm (21 1/2 x 17in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

It has been suggested that the model is Madame Felon, the artist's wife.

165

**PIERRE-FRANCOIS (PIERRE-LOUIS) BOUCHARD (FRENCH, 1831-1889)**

Time for tea

signed 'Bouchard' (upper right)

oil on canvas

61 x 36.8cm (24 x 14 1/2in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

166

**CÉCILE BERTHE LAFOSSE (FRENCH, 19TH CENTURY)**

An afternoon ride

signed 'C. Lafosse' (lower right)

oil on canvas

55.9 x 45.7cm (22 x 18in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500



166





167

167

**POMPEO MASSANI (ITALIAN, 1850-1920)**

A cheerful blacksmith  
signed and inscribed 'PMassani/Firenze' (lower left)  
oil on canvas  
40 x 30.5cm (15 3/4 x 12in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

168

**FRANÇOIS ADOLPHE GRISON (FRENCH, 1845-1914)**

A halt at a country inn  
signed 'Grison' (lower right)  
oil on canvas  
46.3 x 38.7cm (18 1/4 x 15 1/4in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

169

**PAUL SEIGNAC (FRENCH, 1826-1904)**

Helping mother  
signed 'Seignac' (lower left)  
oil on panel  
40.6 x 32.4cm (16 x 12 3/4in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500



168



169

# Part II

## 19th Century European, Modern & Impressionist Art

Lots 170 – 248





170 \*

**ROSA BONHEUR (FRENCH, 1822-1899)**

Tiger in a mountain landscape  
signed and dated 'Rosa Bonheur/1877.' (lower left); stamped with  
the artist's studio sale seal (on the reverse)  
watercolour, pen and ink with traces of scratching out  
32.5 x 24cm (12 13/16 x 9 7/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

**Provenance**

Artist's studio sale, Galerie Georges Petit, Paris, 30 May 1900.

R. Lérondelle, Paris.

Private collection, South America.



171

171

**MARIE ADÉLAÏDE (ADÈLE) KINDT  
(BELGIAN, 1804-1884)**

A girl with two baskets of grapes in a mountainous landscape  
signed and dated 'Adele Kindt/1841' (lower right)  
oil on canvas  
64.7 x 78.7cm (25 1/2 x 31in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**

**Provenance**

Anon. sale, Sothebys, London, 28 February  
1985, lot 222.  
Private collection, UK.



172

172

**GUSTAVE ADOLF JUNDT (FRENCH,  
1830-1884)**

The baptism  
signed 'G.Jundt 67' (lower left)  
oil on canvas  
104.2 x 174.6cm (41 x 68 3/4in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**

173

**FELIX JOSEPH BARRIAS (FRENCH,  
1822-1907)**

Eve  
signed and dated 'FELIX.BARRIAS - 1877'  
(lower right)  
oil on canvas  
106.7 x 64.2cm (42 x 25 1/4in).

£4,000 - 6,000  
€4,600 - 6,900  
US\$5,200 - 7,700

174

**JEAN-BAPTISTE JULES TRAYER  
(FRENCH, 1824-1909)**

The shrimper  
signed 'J. Trayer' (lower right)  
oil on canvas  
83.8 x 68.6cm (33 x 27in).

£4,000 - 6,000  
€4,600 - 6,900  
US\$5,200 - 7,700

**Provenance**

Anon. sale, Phillips, 14 June 2000, lot 60.  
Private collection, UK, acquired from the  
above sale.



173



174



175

175

**REMIGIUS ADRIANUS VAN HAANEN  
(DUTCH, 1812-1894)**

The picnic  
signed 'RVHaanen' (lower right)  
oil on canvas  
55.3 x 83.8cm (21 3/4 x 33in).

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

**Provenance**

Property of a deceased's estate.

176

**CHARLES ROCHUSSEN (DUTCH, 1814-1894)**

Adriaan Pauw and Albert Jochimi being received by the British Parliament as special envoys for the Netherlands  
signed, inscribed and dated 'CR f 79' (lower left)  
watercolour  
41 x 57cm (16 1/8 x 22 7/16in).

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

**Exhibited**

Apeldoorn, Paleis Het Loo, *Charles Rochussen 1814-1894, Een veelzijdig kunstenaar*, 18 October 1997 - 18 January 1998, no. 93A.



176

177

**FRENCH SCHOOL, CIRCA 1820**

View of St Peter's Basilica, Rome  
oil on paper  
28 x 40cm (11 x 15 3/4in).  
unframed

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**



177

178

**PETRUS KIERS (DUTCH, 1807-1875)**

An evening repast  
signed and inscribed 'P.Kiers.lect' (lower  
right)

oil on panel

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

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

179

**KARL WILHELM TORNAU (1820-1864)**

A family of bears at a rocky creek  
signed and dated 'W Tornau 57' (lower left)

oil on canvas

40.7 x 33cm (16 x 13in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Anon. sale, Dorotheum, Vienna, 22

September 2011, lot 120.

Purchased from the above sale by the  
present owner.



178



179



180

180

**WILLEM KOEKKOEK (DUTCH, 1839-1895)**

Street scene in a Dutch town  
signed 'W Koekkoek' (lower left)  
oil on canvas  
38.1 x 56.5cm (15 x 22 1/4in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,700 - 10,000

**Provenance**

MacConnal & Mason, London.  
Private collection, UK.



181

**JAN HENDRIK WEISSENBRUCH  
(DUTCH, 1824-1903)**

*Landschap*

signed 'J.H.Weissenbruch' (lower right)

oil on panel

22.8 x 31.1cm (9 x 12 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Simonis & Buunk, Netherlands.

Private collection, UK, acquired from the above by the family of the present owner.



181

182

**ADOLF STADEMANN (GERMAN, 1824-1895)**

Skaters on a frozen pond

signed 'Stademann' (lower left)

oil on panel

35.5 x 53.4cm (14 x 21in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

**Provenance**

M.Newman Ltd., London, no. 6514.

Private collection, UK., purchased from the above by the parents of the current owner.



182

183

**HENDRIK PIETER KOEKKOEK (DUTCH,  
1843-DIED CIRCA 1890)**

Wooded landscape with a figure and livestock by a river, a thatched cottage in the distance

signed 'H.P.Koekkoek' (lower right)

oil on canvas

62.8 x 74.3cm (24 3/4 x 29 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



183



184

184

**MARIE FÉLIX HIPPOLYTE-LUCAS  
(FRENCH, 1854-1925)**

Portrait of a young lady with a toy spaniel  
signed 'F.H.Lucas' (lower right)

oil on canvas

*painted area (oval) 71.1 x 58.4cm (28 x 23in);  
stretcher 81.3 x 64.7cm (32 x 25 1/2in)*

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

185

**LÉON TANZI (FRENCH, 1846-1913)**

Portrait of a young girl in blue  
signed and dated 'L.Tanzi.1885' (lower left)

oil on canvas

*129.5 x 97.8cm (51 x 38 1/2in).*

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500



185



186

**JULES WORMS (FRENCH, 1832-1914)**

The recital  
signed 'J Worms' (lower left)  
oil on canvas  
49.8 x 65.4cm (19 5/8 x 25 3/4in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,700 - 10,000

187

**PAUL DÉsirÉ TROUILLEBERT (FRENCH, 1831-1900)**

*Jeune Orientale*

signed 'Trouillebert' (lower left)

oil on canvas

167 x 106cm (65 3/4 x 41 3/4in).

Painted circa 1875

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$26,000 - 39,000**

**Provenance**

Louise Whitford Gallery, London.

Anon. sale, Christie's, London, 24 June 1983, lot 31.

Private collection, UK.

**Literature**

Claude Marumo, Thomas Maier and Bernd Müllerschön, *Paul Désiré Trouillebert 1831-1900, Catalogue Raisonné de l'oeuvre peint*, Stuttgart, 2004, no. 61 (illustrated in black and white p. 228 and in colour p. 124).

Paul Désiré Trouillebert is largely associated with the Barbizon School. He produced a number of landscape paintings during his lifetime, depicting Picardy, Normandy, Brittany and Charente. His use of gentle, relaxed brushwork and silver-grey harmonious hues align his work with that of Jean-Baptiste-Camille Corot. Trouillebert first exhibited at the Paris Salon in 1865 and he received commendation for his 1869 Salon Exhibit *Au Bois Rossignolet*. He was also a skilled portraitist and still life artist, and produced a series of Orientalist works and nudes.

In the present lot, Trouillebert has successfully captured the opulence and exoticism of the genre. The vibrant red cloth of the girl's skirt contrasts with the luscious and tactile fabric of the extensive fur covering. Her long elegant neck is adorned with heavy gold jewels and an Ottoman yataghan sword with a walrus ivory hilt rests in her hands. The sitter, similar to Trouillebert's 1874 Salon exhibit, *Servante de Harem*, is engaging directly with the viewer, her presence enhanced by the scale of the work. Unlike many other Orientalist views of women reclining and relaxing in lavish harem settings, this figure is upright and vigilant.





188



189



190

188

**JULES (JEAN-FRANÇOIS-HYACINTHE) LAURE (FRENCH, 1806-1861)**

Portrait of a young lady  
signed 'Jules Laure' (lower left)  
oil on canvas  
53.4 x 43.2cm (21 x 17in).

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

189

**LOUIS ALVAREZ CATALA (SPANISH, 1836-1901)**

The day's news  
signed 'L.Alvarez' (lower left)  
oil on board  
27.5 x 17cm (10 13/16 x 6 11/16in).

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

190

**SERBIAN SCHOOL, 19TH CENTURY**

Portrait of a lady, said to be Azabagic Fadel Pasic Begum  
indistinctly signed (centre right)  
oil on canvas, framed as oval  
71 x 55.5cm (28 x 22in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600



191

**JOSÉ VILLEGAS Y CORDERO (SPANISH, 1848-1921)**

Portrait of Caridad Fé y Alba  
inscribed, signed and dated 'à Caridad Fé y Alba/Villegas/1906  
(lower left)

oil on canvas  
160 x 85cm (63 x 33 7/16in).

£5,000 - 7,000

€5,700 - 8,000

US\$6,500 - 9,000

Caridad Fé y Alba, seen here as a young girl, was from a prominent Spanish family. In 1925 she married the influential lawyer Don Silverio de la Torre y Eguía, a Liberal Socialist and later member of the democratically elected Republican Government, who was also painted by Sorolla. Their son, Fernando de la Torre, was evacuated to England during the Spanish Civil War and was billeted with Hugh Fraser Stewart, then Dean of Trinity College, and father of Frida Stewart, the well-known anti-fascist and Communist activist who had formed local Spanish Aid committees at the outbreak of the Spanish Civil War and driven an ambulance in Spain in 1937 to 1938 on behalf of the Spanish Medical Aid Committee. Fernando remained in Britain and died in 2015 but always remained a proud Basque and Spanish Republican.

This painting is likely to be the companion to the portrait by Villegas of Caridad's sister, Mariquita Fe y Alba, also painted in 1906 and offered at Christie's New York, 25 October 1996, lot 195.



192



193

192

**MARCO GRUBACS (ITALIAN, 1839-1910)**

*Piazza San Marco, Venice*  
signed 'M Grubacs' (lower left)  
oil on panel  
14.3 x 26.6cm (5 5/8 x 10 1/2in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

193

**JEAN-BAPTISTE-ARTHUR CALAME (SWISS, 1843-1919)**

*'Vue d'une place de marché, Vico del Porto, Naples'*  
signed 'Arthur Calame ft' (lower left); bears title on old label attached to stretcher  
oil on canvas  
43.2 x 58.4cm (17 x 23in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500





194

194

**STEFANO NOVO (ITALIAN, BORN 1862)**

*I venditori di frutta*

signed, dated and inscribed 'Stefano Novo/Venezia 1885' (lower right)

oil on canvas

54 x 71.1cm (21 1/4 x 28in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

195

**FRANCISCO MIRALLES Y GALUP (SPANISH, 1848-1901)**

Portrait of a Spanish beauty

signed and dated 'F.Miralles/1877.' (upper left)

oil on canvas

40.6 x 33cm (16 x 13in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900



195



196

**FEDERICO ZANDOMENEGHI (ITALIAN, 1841-1917)**

Portrait of a lady  
signed with initials and dated 'ZF 1869' (lower right)  
oil on canvas  
57.2 x 45.7cm (22 1/2 x 18in).

£7,000 - 10,000  
€8,000 - 11,000  
US\$9,000 - 13,000



197



199

197

**EMILE ANTOINE BAYARD (FRENCH, 1837-1891)**

*Le sourire*

signed and dated 'Emile Bayard/1881' (upper left)

oil on canvas

45.7 x 38.1cm (18 x 15in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

E.M. Arnold MBE.

Private Collection, U.K.

198

**ALFRED PLAIZEAU (FRENCH, 1875-1918)**

*Patience*

signed 'A.Plaizeau' (lower left)

oil on canvas

80 x 41.3cm (31 1/2 x 16 1/4in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

199

**GEORG JANNY (AUSTRIAN, 1864-1935)**

*An enchanted cove*

signed 'G.Janny' (lower left)

watercolour and gouache

48.3 x 34.3cm (19 x 13 1/2in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300



198

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.



200



201

200

**CHRISTIAN PEDER MØRCH ZACHO (DANISH, 1843-1913)**

A woodland stream  
signed and dated 'Chr Zacho 1908' (lower left)  
oil on canvas  
76.2 x 109.8cm (30 x 43 1/4in).

**£2,500 - 3,500**  
**€2,900 - 4,000**  
**US\$3,200 - 4,500**

**Provenance**

Anon. sale, Bonhams, London, 29 October 2008, lot 36.  
Purchased from the above sale by the present owner.

201

**EDVARD FREDERIK PETERSEN (DANISH, 1841-1911)**

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

**£1,800 - 2,500**  
**€2,100 - 2,900**  
**US\$2,300 - 3,200**



202

**EDOUARD FREDERIC WILHELM RICHTER (GERMAN, 1844-1913)**

Dressing for the fancy dress ball  
signed 'ERichter' (lower left)  
oil on canvas  
95.3 x 74.3cm (37 1/2 x 29 1/4in).

**£5,000 - 7,000**

**€5,700 - 8,000**

**US\$6,500 - 9,000**

**Provenance**

Private collection, UK.



203

203 AR

**VIDA GÁBOR (HUNGARIAN, 1937-1999)**

Worn out  
signed with initials 'V.G.' (lower right)  
oil on panel  
40.6 x 30.5cm (16 x 12in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

204

**GERHARD ARIJ LUDWIG  
MORGENSTJERNE MUNTHE (DUTCH,  
1875-1927)**

Coming ashore  
signed 'GMMunthe' (lower left)  
oil on canvas  
40.7 x 32.4cm (16 x 12 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



204



205

205 AR

**ATTILIO PRATELLA (ITALIAN, 1856-1949)**

Fishing boats in the bay of Naples; a pair together with a street scene in Naples attributed to the same hand each signed 'A. Pratella' (one lower left, the other lower right)  
oil on panel  
each 22.8 x 34.3cm (9 x 13 1/2in)

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,900 - 6,500

206

**AUGUSTE COOMANS (BELGIAN, 1855-1896)**

*Scene familiale a Pompei*  
signed 'Auguste Coomans' (lower left)  
oil on panel  
23.8 x 31.4cm (9 3/8 x 12 3/8in).

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



205



206



207

207

**FRANCOIS BENSA (FRENCH, 1811-1895)**

*Vue du château de l'Anglais*  
signed 'F Bensa' (lower right)  
oil on canvas  
48.2 x 72.4cm (19 x 28 1/2in).



208

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

208

**HENDRIK FRAUENFELDER (DUTCH, 1885-1922)**

River landscape with sailing boats  
signed 'H.FRAUENFELDER' (lower right)  
oil on canvas  
59.7 x 73cm (23 1/2 x 28 3/4in).

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

**Provenance**

Private collection, UK.

209

**ARMAND GUÉRY (FRENCH, 1850-1912)**

*'Grèvière inondée a Orainville'*  
signed 'Armand Guery' (lower right)  
oil on board  
40.7 x 55.9cm (16 x 22in).

**£800 - 1,200**  
**€910 - 1,400**  
**US\$1,000 - 1,500**



209





210

**GUSTAVE MASCART (FRENCH, 1834-1914)**

A view of Antwerp from the Scheldt  
signed 'G.Mascart' (lower right)  
oil on canvas  
50.8 x 92cm (20 x 36 1/4in).

**£5,000 - 7,000**

**€5,700 - 8,000**

**US\$6,500 - 9,000**



211

211

**TOSHIO BANDO (JAPANESE, 1895-1973)**

Study of a kid goat  
signed 'T Bando' (upper right) and further  
signed in Japanese (upper right)  
oil on canvas  
22.5 x 27cm (8 7/8 x 10 5/8in).

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Toshio Bando was the proud descendent of two samurai bloodlines. After training in Tokyo he moved to Paris in 1922. Whilst living in Montparnasse he met Tsuguharu Foujita and the two artists immediately became friends.

212 AR

**CHRISTIAN BÉRARD (FRENCH, 1902-1949)**

*Symphonie fantastique*  
signed with initials 'CB' (lower right)  
gouache on red paper  
40.6 x 54cm (16 x 21 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



212



213

213 AR

**PAUL SIEFFERT (FRENCH, 1874-1957)**

Reclining nude  
signed 'P. Sieffert' (lower right); signed and  
numbered 'P.Sieffert/No 783' (on the reverse)  
oil on canvas  
20.3 x 26.6cm (8 x 10 1/2in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



214

214

**DELPHIN ENJOLRAS (FRENCH, 1857-1945)**

Nude on a bed  
signed 'D. Enjolras' (lower right)  
pastel  
*114.3 x 144.8cm (45 x 57in).*

**£5,000 - 8,000**

**€5,700 - 9,100**

**US\$6,500 - 10,000**

**Provenance**

Anon. sale, Christies, London, 25 March 1988, lot 159.  
Private collection, UK.



215

215 <sup>AR</sup>

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

A view of the Doge's Palace across the lagoon, Venice  
signed 'Bouvard' (lower right)  
oil on canvas laid to board  
49.5 x 64.2cm (19 1/2 x 25 1/4in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,700 - 10,000

**Provenance**

The Bush Trust Ltd.  
Kenulf Fine Arts, Stow on the Wold.  
Private collection, UK, purchased from the above in 2002.



216

216<sup>AR</sup>

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

The Doge's Palace, Venice

signed 'Bouvard' (lower left)

oil on canvas

50.2 x 65.4cm (19 3/4 x 25 3/4in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,700 - 10,000

**Provenance**

Gladwell & Company, London.

Private collection, UK, acquired from the above in November 2001.



217



218

217 AR

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

A view of *Santa Maria della Salute*, Venice  
signed 'Bouvard' (lower left)  
oil on canvas  
50.8 x 65.4cm (20 x 25 3/4in).

£4,000 - 6,000  
€4,600 - 6,900  
US\$5,200 - 7,700

**Provenance**  
Private collection, UK.

218 AR

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

Evening light on the Doge's Palace, Venice  
signed 'Bouvard' (lower right)  
oil on canvas  
49.8 x 64.4cm (19 5/8 x 25 3/8in).

£4,000 - 6,000  
€4,600 - 6,900  
US\$5,200 - 7,700

**Provenance**  
Private collection, UK.



219



220

219 \* AR

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

View of the Doge's palace and beyond, Venice  
signed 'Bouvard' (lower right)

oil on canvas

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

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

**Provenance**

Private collection, Canada.

220 AR

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

Gondoliers before the Rialto bridge, Venice  
signed 'Bouvard' (lower right)

oil on canvas

47 x 61.6cm (18 1/2 x 24 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,600 - 3,900

**Provenance**

Private collection, UK.



221

221 AR

**BLANCHE CAMUS (1881-1968)**

A garden in summer  
signed 'Bl. Camus' (lower right)  
oil on canvas  
45.7 x 54.6cm (18 x 21 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**

Madden Galleries, London.  
Private collection, UK, acquired from the  
above by the family of the current owner.



222

222 AR

**BLANCHE CAMUS (1881-1968)**

*Femme au jardin*  
signed 'Bl. Camus' (lower left)  
oil on canvas  
61 x 73.7cm (24 x 29in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900



223 AR

**BLANCHE CAMUS (1881-1968)**

*Jeune fille sous les oranges*  
signed 'Bl Camus' (lower left)  
oil on canvas  
46.3 x 61cm (18 1/4 x 24in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600



224 AR

**GABRIEL DESCHAMPS (FRENCH, BORN 1919)**

A provencal landscape  
signed 'G.Deschamps' (lower left)  
oil on canvas  
45.7 x 55.3cm (18 x 21 3/4in).

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

**Provenance**

Private collection, UK.



223

224



225



226

225 AR

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

A peaceful Venetian canal  
signed 'Bouvard' (lower right)  
oil on canvas  
27.3 x 35cm (10 3/4 x 13 3/4in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**

**Provenance**  
Cooling Galleries, London.

226 AR

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

Gondoliers on the fringes of the lagoon, Venice  
signed 'Bouvard' (lower left)  
oil on canvas  
27.3 x 35cm (10 3/4 x 13 3/4in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,600 - 3,900**

**Provenance**  
Cooling Galleries, London.



227



228

227 \* AR

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

A Venetian backwater  
signed 'Bouvard' (lower left)  
oil on canvas  
48.9 x 64.7cm (19 1/4 x 25 1/2in).

£2,500 - 3,500  
€2,900 - 4,000  
US\$3,200 - 4,500

228 AR

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

Parisian street scene  
signed 'Antoine Blanchard' (lower left)  
oil on canvas  
33 x 45.7cm (13 x 18in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900



229



230

229

**LOTHAR VON SEEBACH (GERMAN, 1853-1930)**

Still life of flowers  
signed and dated 'L. de Seebach/1883' (lower right)  
oil on canvas  
90.8 x 110.5cm (35 3/4 x 43 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

230

**PIERRE EUGÈNE MONTÉZIN (1874-1946)**

*Bouquet de fleurs*  
signed 'P. Montézin' (lower right)  
oil on canvas  
55.5 x 46.6cm (21 7/8 x 18 3/8in).

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,900 - 6,500

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



231

231

**PLINIO NOMELELLINI (ITALIAN, 1866-1943)**

*Interno con natura morta*

signed 'Plinio Nomellini' (upper right)

oil on canvas

115 x 129.5cm (45 1/4 x 51in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,000 - 13,000

**Provenance**

Private collection, Italy.

**Exhibited**

Livorno, Museo Civico G. Fattori, 9 June - 13 September 1998;  
Florence, Galleria Moderna di Palazzo Pitti, 26 September - 31  
October 1998, *I colori del sogno, Plinio Nomellini*.

**Literature**

Eleonora Barbara Nomellini (ed.), *I colori del sogno, Plinio Nomellini*,  
Turin, 1998, no. 71. (illustrated in colour).

232 AR

**ANDRÉ DERRAIN (1880-1954)**

*Nature morte aux pommes*  
stamped with signature (lower right)  
oil on canvas  
40.7 x 30.5cm (16 x 12in).  
painted circa 1899

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

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

Accompanied by a photo certificate of authenticity from Alice Derain, the wife of the artist dated 5 December 1961.

**Provenance**

The Adams Gallery, London.  
Private collection, UK.





233 <sup>AR</sup>

**GEORGES D'ESPAGNAT (1870-1950)**

*Le hamac*

signed with the artist's initials 'G d E' (lower left)

oil on canvas

65.9 x 54.5cm (25 15/16 x 21 7/16in).

Painted in 1906

**£10,000 - 15,000**

**€11,000 - 17,000**

**US\$13,000 - 19,000**

The authenticity of this work has kindly been confirmed by Monsieur Jean-Dominique Jacquemond.

**Provenance**

Galerie Durand-Ruel, Paris.

Anon. sale, Sotheby's, London, 25 June 1997, lot 296.

Anon. sale, Eric Pillon Enchères, Calais, 29 June 2003, lot 102.

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







234 AR

**GEORGES D'ESPAGNAT (1870-1950)**

*Vase de Roses, éventail et Sphinx*

signed 'gdE' (upper left)

oil on canvas

61 x 50cm (24 x 19 11/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

This work is accompanied by a certificate of authenticity from Jean Dominique Jacquemond.

**Provenance**

Anon. sale, Artcurial, Paris, 30 October 2013, lot 155.

235 AR

**ACHILLE EMILE OTHON FRIESZ (FRENCH, 1879-1949)**

*La voliere*

signed 'E Othon Friesz' (lower left)

oil on canvas

65.4 x 81.3cm (25 3/4 x 32in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,700

**Literature**

R. Martin, O. Aittouarès, *Emile Othon Friesz, l'oeuvre peint*, Paris, 1995, Vol. 1, no. 526, (illustrated b/w p. 196).

234



235



236

236

**GUSTAVE LOISEAU (1865-1935)**

'Carpe'

signed and dated 'GLoiseau/1830' (lower centre); signed, dated and inscribed 'Carpe-1930/Loiseau/Paris' (on the reverse)

oil on board

66 x 66cm (26 x 26in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,700 - 10,000

This work is accompanied by a certificate of authenticity from Didier Imbert dated 14th December 2005 and will be included in the forthcoming *catalogue raisonné* currently being prepared.

**Provenance**

Durand Ruel, Paris

Anon. sale, Thierry & Lannon, Brest, 14 May 1995, lot 160.

Anon. sale, Bonhams, London, 13 April 2006, lot 22.

Purchased from the above sale by the present owner.



237



238

237 AR

**DIETZ EDZARD (GERMAN, 1893-1963)**

*Elegante sur la Cote d'Azur*  
signed 'D Edzard' (lower right)  
oil on canvas  
50.2 x 61cm (19 3/4 x 24in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,600 - 3,900

**Provenance**

Anon. sale, Christie's, London, 1 December 1981, lot 183.  
Purchased from the above sale by the present owner.

238 AR

**JEAN HELION (FRENCH, 1904-1987)**

*Portrait de femme*  
signed, dated and numbered 'B.59/Héliion/29' (on the reverse)  
oil on paper laid to canvas  
54.6 x 38.1cm (21 1/2 x 15in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,600

This work is registered in the online *catalogue raisonné* of the Association de Jean Helion under number 1560.

**Provenance**

The estate of the artist.  
Acquired from the above by the previous owner, Private collection.



239

239 AR

**ELISÉE MACLET (FRENCH, 1881-1962)**

*Rue de la belle étoile*  
signed 'E Maclet' (lower left)  
oil on board  
53 x 36cm (20 7/8 x 14 3/16in).

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

240 AR

**HONORIO GARCIA CONDOY (SPANISH, 1900-1953)**

The head of a young girl  
indistinctly signed 'Con---' (on the top of  
the base verso); stamped with foundry mark  
'C. Valsuani Cire Perdue' (lower edge of the  
left side of the base)  
bronze  
31cm (12 1/4in) high

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

**Provenance**

The Lucas family collection, Baltimore.  
Thence by descent to Bertha Lucas.  
Bequeathed to manager of the Lucas  
Brothers, Jesse G. Kaufman, 1943, and  
thence by descent.  
Their sale, Freemans, Philadelphia, 23 May  
2018, lot 583 (as French 19th/20th century).  
Purchased from the above sale by the  
present owner.



240



241

241 \* AR

**MARCEL MOULY (1918-2008)**

*'Les tisserands rouges'*  
 signed and dated 'M.Mouly 52' (lower right);  
 signed, inscribed with artist's address and  
 titled (on the reverse)  
 oil on canvas  
 50 x 61cm (19 11/16 x 24in).

£2,500 - 3,500  
 €2,900 - 4,000  
 US\$3,200 - 4,500

**Literature**

Richard Hart, *Marcel Mouly: Light and Colour*, Florida, 2013 (illustrated in colour p.173).



242

242 \* AR

**MARCEL MOULY (1918-2008)**

*'Nus a la chambre jaune'*  
 signed 'M Mouly' (lower right); signed, titled  
 and dated (on the reverse)  
 oil on canvas  
 60 x 73cm (23 5/8 x 28 3/4in).  
 painted in 1968

£4,000 - 6,000  
 €4,600 - 6,900  
 US\$5,200 - 7,700

243 AR

**MARCEL MOULY (FRENCH, 1918-2008)**

*Nuit dans le port*

signed and dated 'M.Mouly 58' (lower right)

oil on canvas

65.4 x 81.3cm (25 3/4 x 32in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

**Provenance**

Frost and Reed, London, no. 31567.



243

244 AR

**MARCEL DYF (1899-1985)**

*'Claudine songeuse'*

signed 'Dyf' (lower right)

oil on canvas

59.7 x 73.7cm (23 1/2 x 29in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 1996.

**Provenance**

Frost and Reed, London, no. 24338.

Private collection, UK.



244



245



246

245 AR

**THÉO TOBIASSE (1927-2012)**

*'Firenze et La Dame Nue'*  
signed 'theo tobiasse' (upper left); dated '67' (centre right) and titled  
(lower centre)  
gouache and ink on paper  
24 x 33cm (9 7/16 x 13in).

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,900 - 6,500

This work is accompanied by a certificate of authenticity from Catherine Faust-Tobiasse dated 10 January 2016.

**Provenance**

Madden Galleries, London.  
Private collection, UK.

246 AR

**THÉO TOBIASSE (1927-2012)**

*'Venise, le taureau et le joueur de flûte'*  
signed 'theo tobiasse' (upper left); dated '67' (upper centre) and  
titled (lower right)  
gouache and ink on paper  
42 x 53cm (16 9/16 x 20 7/8in).

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,900 - 6,500

This work is accompanied by a certificate of authenticity from Catherine Faust-Tobiasse dated 10 January 2016.

**Provenance**

Private collection, UK.



247 <sup>AR</sup>

**LEON ZACK (RUSSIAN/FRENCH, 1892-1980)**

Untitled  
signed and dated 'Leon Zak 61' (lower right)  
oil on canvas  
61 x 45.7cm (24 x 18in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,600**

**Provenance**

The Waddington Galleries, London.  
Private collection, UK.



247

248 <sup>AR</sup>

**LEON ZACK (RUSSIAN/FRENCH, 1892-1980)**

Untitled  
signed 'Leon Zack' (lower right)  
oil on canvas  
45.7 x 38.1cm (18 x 15in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,600**

**Provenance**

Galerie Jacques Massol, Paris.  
Private collection, UK.



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

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### 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*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams's* instructions to sell a *Lot*.

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

## GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

**"artist's resale right"**: the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

**"bailee"**: a person to whom goods are entrusted.

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

## 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*, 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: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

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 'SS8' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

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

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

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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



## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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](http://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](mailto: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.

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
  - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
  - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
  - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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

<b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):		9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	7.4	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;		
7.1.3 to remove, and/or store the <i>Lot</i> at your expense;	<b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	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> .
7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1	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> .
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.1	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.2	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.3	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.1.4	
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2	<b>10 OUR LIABILITY</b>
7.1.10 on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.1	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.2	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:
7.2 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.	<b>9 FORGERIES</b>	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
	9.1	10.2.2 changes in atmospheric pressure; nor will we be liable for:
	9.2	10.2.3 damage to tension stringed musical instruments; or
	9.2.1	10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2.2	
	9.2.3	

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](http://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](mailto: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*.

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## 20th Century Fine Art San Francisco

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Alex Clark  
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## Australian Colonial Furniture and Australiana

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**New York**  
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(212) 644 9009 fax  
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+44 (0) 20 7447 7401 fax  
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• Indicates independent contractor

# Bonhams Global Network

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(Attendee / Absentee / Online / Telephone Bidding)

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Paddle number (for office use only)

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Sale no. 25218	Sale venue: Knightsbridge

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