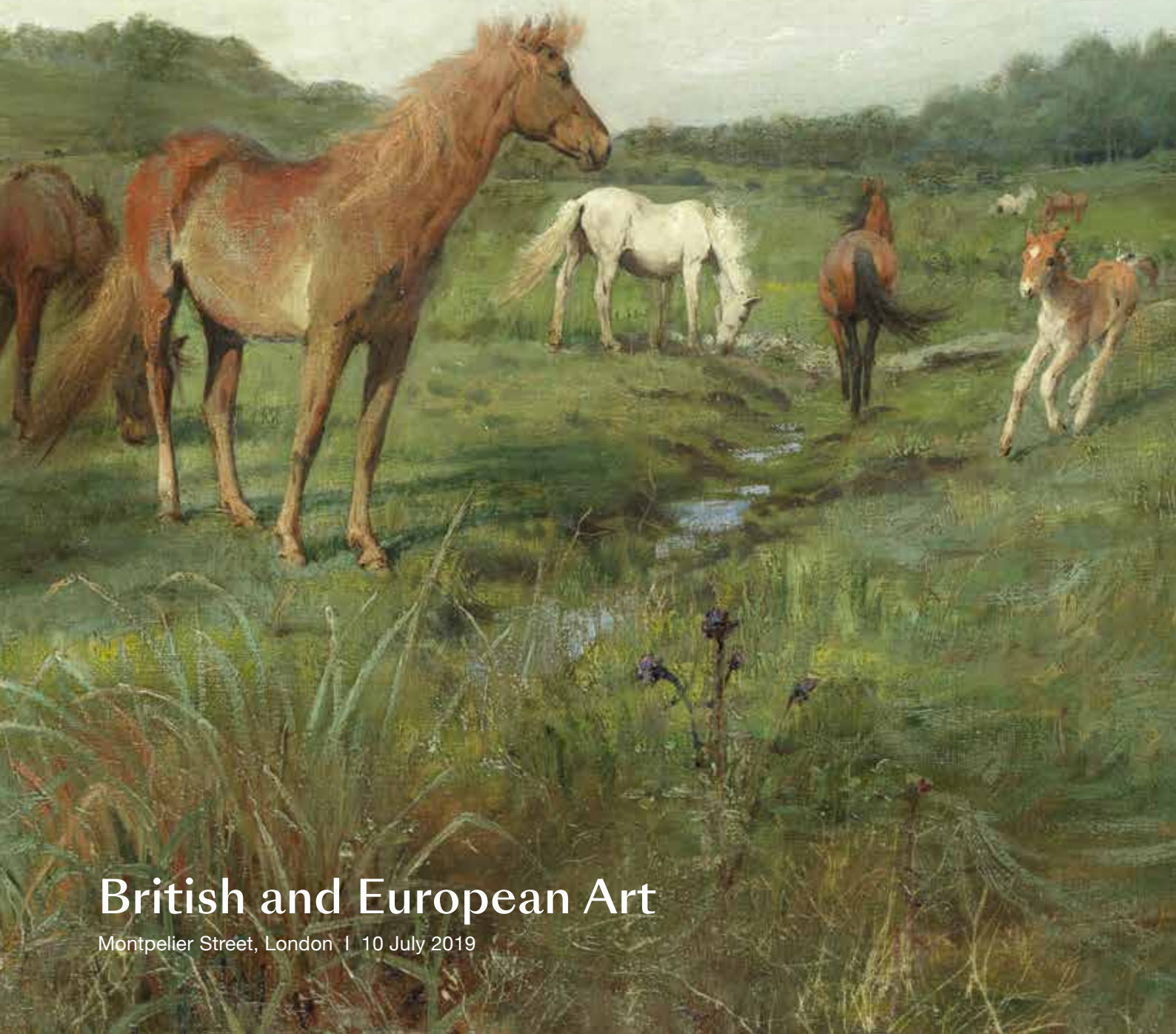


# Bonhams



**British and European Art**

Montpelier Street, London | 10 July 2019



# British and European Art

Part I: Victorian & British Impressionist Art

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

Montpelier Street, London | Wednesday 10 July 2019 at 1pm

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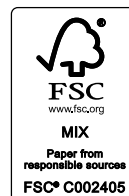
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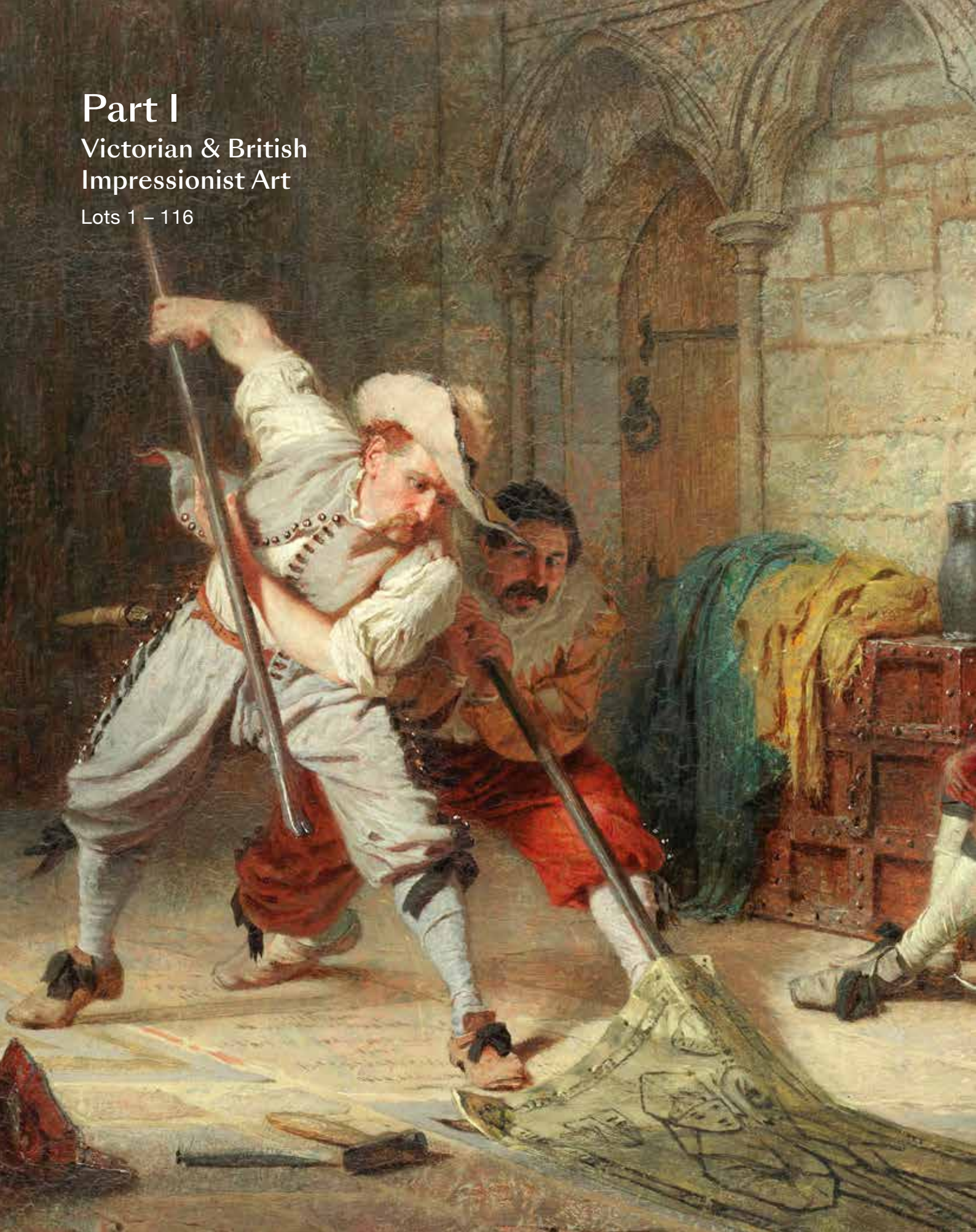
## **Payment at time of collection by:**

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

# Part I

## Victorian & British Impressionist Art

Lots 1 – 116





1



2

1

**EDWIN M. FOX (BRITISH, ACTIVE 1830-1870)**

A gentleman with his horse, groom and dogs  
signed and dated 'EM Fox. 1855' (lower right)  
oil on canvas  
63.5 x 76.2cm (25 x 30in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

2

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

South Parade, Bath  
signed 'J.C.Maggs' (lower left)  
oil on canvas  
36.2 x 66.7cm (14 1/4 x 26 1/4in).

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

**Provenance**  
Private collection, UK.



3



4

3

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

Namur, Belgium  
 signed and dated 'James Webb/1878-9' (lower right); signed with initials and dated 'JW/1878-9' (on the reverse, left); further signed titled and inscribed 'Namur Belgium/James Webb/Painted for A.Tooth&Sons/1878-9/from one of my drawings/taken on the spot/summer 1876/JW' (on the reverse, right)  
 oil on canvas  
 50.8 x 81.3cm (20 x 32in).

**£2,500 - 3,500**  
**€2,800 - 3,900**  
**US\$3,200 - 4,400**

4 \*

**GEORGE COLE (BRITISH, 1810-1885)**

A stream in the forest  
 signed and dated 'George.Cole/1859' (lower right)  
 oil on canvas  
 76.8 x 102.3cm (30 1/4 x 40 1/4in).

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

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.



5

5

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

The plough team  
signed and dated 'H.Allingham.1878' (lower right)

watercolour heightened with white  
14.6 x 23.5cm (5 3/4 x 9 1/4in).

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

**Provenance**

Private collection, UK.



6

6

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

Stirling from the Abbey Craig  
signed with monogram (lower left)

watercolour  
15.2 x 20.3cm (6 x 8in).

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

**Provenance**

Thos. Agnew & Sons Ltd., London.

**Literature**

H. M. Cundall, *Birket Foster, R.W.S.*, 1906, p. 74 (illustrated in colour Pl. 22).



7

7

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

Barnard castle  
signed with monogram (lower left)

watercolour heightened with white  
19.1 x 27.3cm (7 1/2 x 10 3/4in).

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

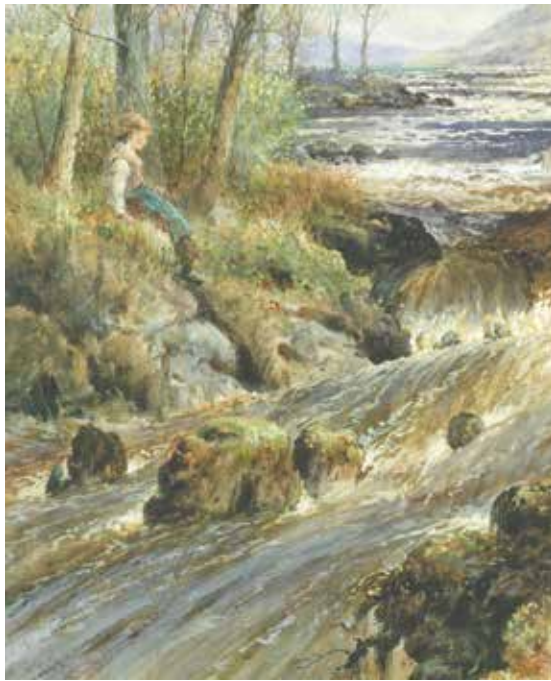
**Provenance**

Thos. Agnew & Sons Ltd., London, no. 38077.

**Exhibited**

London, Royal Society of Painters in Watercolour, *Winter Exhibition*, 1867-1868.  
Southport, *Centenary Exhibition*, 1892.





8

8

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

The falls of the Tummel, Perthshire  
 stamped with studio stamp 'B.F.' (lower right)  
 watercolour heightened with bodycolour  
 27.9 x 22.8cm (11 x 9in).

£800 - 1,200  
 €900 - 1,400  
 US\$1,000 - 1,500

The girl featured is the artist's niece, later Mrs. Atchison.

**Provenance**

Artist's studio sale, Christie, Manson & Wood, London, 1899.  
 (According to label affixed to backboard).  
 Spink, London, ref. K3 7127.

9

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

The pet bird  
 signed with monogram (lower right)  
 watercolour heightened with white  
 14.6 x 10.2cm (5 3/4 x 4in).

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

**Provenance**

Thomas Agnew & Sons, London.

10

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

A riverside town  
 signed and dated 'E.W.Cooke Dec. 1833.' (lower left)  
 watercolour  
 24.5 x 17.5cm (9 5/8 x 6 7/8in).

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



9



10

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.



11



12

11

**GEORGE ELGAR HICKS, RBA (BRITISH, 1824-1914)**

Utilizing church metal  
signed and dated 'G E Hicks 1868' (lower right)  
oil on canvas  
45.5 x 61cm (18 x 24in).

**£4,000 - 6,000**  
**€4,500 - 6,800**  
**US\$5,100 - 7,600**

**Provenance**

Anon. sale, Sotheby's, Billingshurst, 2 June 1987, lot 1370.  
Private collection, UK. Purchased from the above sale.

**Exhibited**

London, Royal Academy, 1868, no. 454.

The painting depicts the stripping of the metal, including the memorial brasses, from the interior of Lincoln Minster during the Civil War, as described by John Evelyn.

12

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

A girl reading in a cornfield  
signed and dated 'WP Frith 1858' (lower left)  
oil on canvas  
61 x 50.8cm (24 x 20in).

**£3,000 - 5,000**  
**€3,400 - 5,600**  
**US\$3,800 - 6,300**

**Provenance**

Private collection, UK.

13

**SIR GEORGE HAYTER (BRITISH,  
1792-1871)**

Portrait of Mary Knowles, wife of Geoffrey Nightingale Esq.  
signed, inscribed and dated 'Geo Hayter/  
Paris 1830 1851/London' (lower left); bears  
old inscription 'Mary Knowles wife of Geoffrey  
Nightingale Esq/painted by Sir George  
Hayter/in Paris 1830,/and completed and  
presented to them,/as a mark of his sincere  
regard 1851. London.' (on the reverse)  
oil on panel  
79.4 x 61cm (31 1/4 x 24in).

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

**Provenance**

The family of the sitter, by descent.



13



14

**SIMEON SOLOMON (BRITISH,  
1840-1905)**

Ethereal figure  
black and white chalk  
48 x 29.2cm (18 7/8 x 11 1/2in).

£1,200 - 1,800  
€1,400 - 2,000  
US\$1,500 - 2,300

**Provenance**

Anon. sale, Sotheby's, London, 31 January  
1990, lot 360.  
Julian Hartnoll, London.  
Private collection, UK. Purchased from the  
above in 1993.

14



15

15

**JAMES STARK (BRITISH, 1794-1859),  
AND FIGURES ATTRIBUTED TO  
EDMUND BRISTOW (BRITISH, 1787-  
1876)**

Landscape with donkeys and ducks by a pond  
signed 'J Stark' (lower right); bears indistinct  
inscription on old label affixed to the stretcher  
which reads; 'Landscape by Mr. James  
Stark/The figures by Bristow/---1848---'  
oil on canvas  
38.4 x 54cm (15 1/8 x 21 1/4in).

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

**Provenance**  
Private collection, UK.



16

16

**ATTRIBUTED TO JOHN CROME  
(NORWICH 1768-1821)**

Mousehold Heath, with a distant view of  
Norwich  
oil on canvas  
59.1 x 78.7cm (23 1/4 x 31in).

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

**Provenance**  
The collection of Sir Wm. Drake, prior to  
1892. (According to label affixed to canvas  
verso).  
Private collection, UK.



17

17

**ATTRIBUTED TO WILLIAM HENRY  
CROME (BRITISH, 1806-1873)**

The salmon fisherman  
oil on canvas  
71.1 x 91.4cm (28 x 36in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,500 - 3,800**

**Provenance**  
Private collection, UK.

18

**CHARLES HUNT (BRITISH, 1803-1877)**

The court martial  
signed with monogram and dated '74' (lower  
right)  
oil on canvas  
35.6 x 46.4cm (14 x 18 1/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,300

**Provenance**

Private collection, UK.



19

**CHARLES WEST COPE (BRITISH, 1811-1890)**

Portrait of Margaret, May, and Emily Atkinson  
signed and dated 'C W Cope - 1841' (lower  
right)  
oil on panel  
62 x 75cm (24 7/16 x 29 1/2in).

18

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

**Provenance**

Herbert Masters and by descent.  
Sale, Phillips, London, 28 November 2000,  
lot 116.  
The Fine Art Society, 2000.  
Sale, Lyon & Turnbull, Edinburgh, The  
Forbes Collection at Old Battersea House, 1  
November 2011, lot 247.  
Private collection, UK. Purchased from the  
above sale.



19

## VIEWS OF CAMBRIDGE FROM A PRIVATE COLLECTION, UK.

Lots 20 – 33



20



21

20

**RICHARD BANKES HARRADEN (BRITISH, 1778-1862)**

Jesus College, Cambridge, 1833

inscribed 'Jesus College, Cambridge/R. B. Harraden Pinx/1833' (on the reverse)

oil on board

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

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

21

**RICHARD BANKES HARRADEN (BRITISH, 1778-1862)**

St John's College, Cambridge, c.1820

inscribed 'New Building/St. John's Coll/Cambridge' (on the reverse)

oil on canvas

35.6 x 50.8cm (14 x 20in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800



22

**RICHARD BANKES HARRADEN  
(BRITISH, 1778-1862)**

Five views of Cambridge - Trinity Hall; St. Peter's College; Downing College; Great St. Mary's Church; and the Dining Hall, Magdalene

sepia wash over pencil

*the largest 10.2 x 15.6cm (4 x 6 1/8in).*(5)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

Anon, sale, Phillips, Bury St. Edmunds, 24-25 March 1992, lot 534.



23



24

23

**ANN WARD (BRITISH, 19TH CENTURY)**

Twelve vignettes depicting views of Cambridge each signed and titled on the reverse watercolour and pencil on bordered paper embossed with flora and fauna mounted area of each 7.6 x 11.1cm (3 x 4 3/8in). (12) six mounted together in two frames

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

24

**WILLIAM HENRY PYNE (BRITISH, 1769-1843)**

The kitchen of Trinity College, Cambridge, circa 1800 watercolour heightened with white 25.4 x 21cm (10 x 8 1/4in).

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





25

25

**ENGLISH SCHOOL, 18TH CENTURY**

Kings College Chapel, Cambridge, from the Castle Mound and law courts  
watercolour  
10.2 x 17.8cm (4 x 7in).

£800 - 1,200

€900 - 1,400

US\$1,000 - 1,500

The artist of this work may have taken inspiration from an engraving by Samuel and Nathaniel Buck of 1730, titled 'The north-east view of Cambridge Castle', which depicts the same view.

26

**GEORGE PYNE (BRITISH, 1800-1884)**

Christ's College Fellows' Garden; The Great Gate, Christ's College  
the first signed and dated 'G Pyne.1850'  
(lower right)  
watercolour  
each 21 x 27.9cm (8 1/4 x 11in).(2)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

The Heffer Gallery, Cambridge.



26



26



27



28

27

**VICTORIA S COLKETT (BRITISH, BORN 1840)**

Clare and King's Colleges, Cambridge  
signed with monogram and dated 1864 (lower left)  
oil on panel  
12.7 x 20cm (5 x 7 7/8in).

£800 - 1,200  
€900 - 1,400  
US\$1,000 - 1,500

**Provenance**

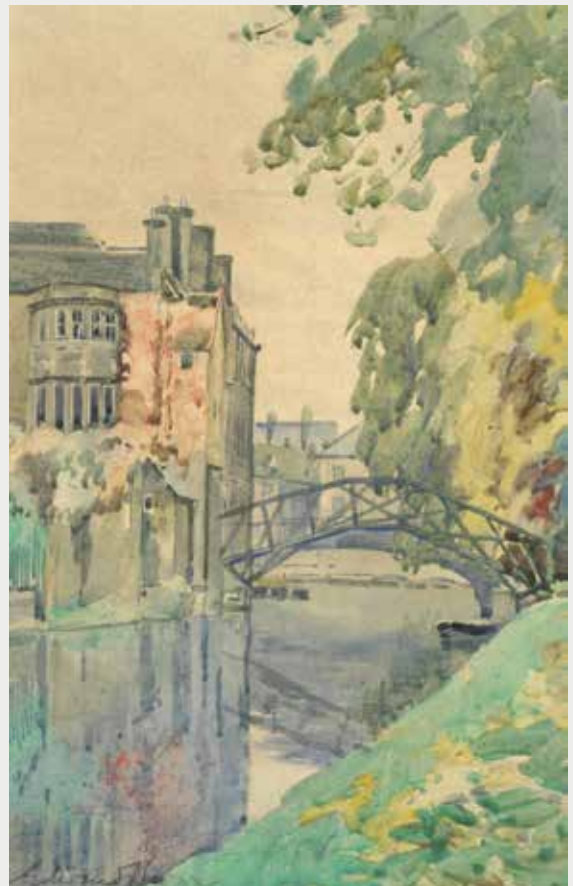
Spink & Son Ltd., London, ref. K2/3149.

28

**VICTORIA S COLKETT (BRITISH, BORN 1840)**

The Great Court, Trinity College, Cambridge  
indistinctly signed 'Victoria Colkett' (lower right)  
oil on canvas  
27.9 x 40.7cm (11 x 16in).

£800 - 1,200  
€900 - 1,400  
US\$1,000 - 1,500



29

**EDWARD BROWN (BRITISH, BORN 1869)**

Four views of Cambridge - The courtyard of Trinity College; Trinity College Gatehouse; The Mathematical Bridge, Queen's College; Bridge of Sighs, St John's College

three signed 'Edward Brown' (two lower right, the other lower left)  
watercolour

two, 27.9 x 22.8cm (11 x 9in) the other two 30.5 x 20.3cm (12 x 8in)

(4)

£800 - 1,200

€900 - 1,400

US\$1,000 - 1,500



30

30

**ANTHONY DAY (BRITISH, 20TH CENTURY)**

Trinity College fountain, Cambridge signed and indistinctly dated 'Anthony Day 19--' (lower left); signed, titled and indistinctly dated (on the reverse) watercolour 23.5 x 26.7cm (9 1/4 x 10 1/2in).

£500 - 700

€560 - 790

US\$630 - 890



31

31

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

Clare College, Cambridge signed and dated 'JFulleylove.1899.' (lower right) watercolour 12.7 x 17.8cm (5 x 7in).

£600 - 800

€680 - 900

US\$760 - 1,000



32

32

**D. NEWMAN (BRITISH, 20TH CENTURY)**

Bridge of Sighs, St John's signed 'DNewman' (lower right) and inscribed 'BRIDGE OF SIGHS/ST.JOHN'S' (lower centre) oil on canvas 30.5 x 45.7cm (12 x 18in).

£800 - 1,200

€900 - 1,400

US\$1,000 - 1,500



33

33

**RALPH PEACOCK (BRITISH, 1868-1946)**

Misty morning on the Cam, The Mathematical Bridge, Queen's College, Cambridge  
 signed 'R.Peacock' (lower left)  
 oil on canvas laid to board  
 23.2 x 27.3cm (9 1/8 x 10 3/4in).

£800 - 1,200

€900 - 1,400

US\$1,000 - 1,500

**LOT 34 – A VIEW OF OXFORD**

34

**WILLIAM ALISTER MACDONALD (BRITISH, 1861-1948)**

Magdalen College, Oxford  
 signed and dated 'W ALISTER  
 MACDONALD/1900' (lower left)  
 watercolour  
 36.2 x 27.3cm (14 1/4 x 10 3/4in).

£500 - 700

€560 - 790

US\$630 - 890



34



## VARIOUS PROPERTIES

35

### CHARLES EDWARD HALLÉ (BRITISH, 1846-1914)

Mrs Pat Campbell as The Second Mrs. Tanqueray  
indistinctly signed 'C E Hallé' (lower right)  
oil on canvas  
61 x 50.8cm (24 x 20in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,300

#### Provenance

Mrs Patrick Campbell, and thence by descent to her daughter, Mrs Mervyn Beech, at which point the picture hung at the St James's Theatre.

#### Exhibited

London, The New Gallery, 1898.

#### Literature

The Sketch, 4 May 1898, illustrated p 28.

The famous actress Mrs Patrick Campbell, born Beatrice Tanner, studied music at the Guildhall. In 1884, when she was nineteen, she eloped to marry Patrick Campbell, who was killed in the Boer War sixteen years later.

In October 1888 she went on the stage, and in 1893 appeared in Buchanan's *The Black Domino* - but shortly after it opened she received a fortnight's notice from the impresarios, the Gatti Brothers, on the grounds that her voice and gestures were ineffective and that nothing 'got over the footlights'. However, she had been spotted for the lead in a new drama, Pinero's *The Second Mrs. Tanqueray*, at St James's Theatre (where this painting hung), and this 'fragile creature of Italian origin', as Pinero called her, had her chance. From the moment that she stepped onto the stage on the opening night of 27 May 1893, her success was assured, for, with her part-Italian beauty and her rich, expressive voice, she had a unique gift of portraying passionate and complex women; 'the flash and gloom, the swirl and the eddy, of a soul torn by supposed intellectual emotion', as Edmund Gosse put it.

Mrs Campbell's last great role was as Eliza Doolittle, the flower-girl Galatea of her friend George Bernard Shaw's *Pygmalion*. She inspired admiration and loyalty; Shaw wrote to her 'I want my dark lady. I want my angel. I want my tempter, I want my Freia with her apples. I want the lighter of my seven lamps of beauty, honour, laughter, music, love, life and immortality. I want my inspiration, my folly, my happiness, my divinity, my madness, my selfishness, my final sanity and sanctification, my transfiguration, my purification, my light across the sea, my palm across the desert, my garden of lovely flowers, my million nameless joys, my day's wage, my night's dream, my darling and my star'. Off the stage she was tempestuous and tactless, but good-hearted; upon it she was an actress in the grand manner. One of her more famous sayings was after her second marriage: 'I commend the deep, deep peace of the double bed after the hurly-burly of the chaise longue'.



36

**ANNA LEA MERRITT (AMERICAN, 1844-1930)**

Diana

signed with monogram (lower left)

oil on canvas

50.8 x 40.7cm (20 x 16in).

£6,000 - 8,000

€6,800 - 9,000

US\$7,600 - 10,000



37

**LADY SUSAN ELIZABETH PERCY (ENGLISH, 1782-1847), AND  
LADY JULIA PERCY**

Seven sketchbooks, including views of Alnwick Castle and its  
environs, Warkworth Castle, Kew Palace, Clifton, Lindisfarne and  
figure studies

some variously inscribed with titles and dated between 1804-1818  
some brown wash over traces of pencil, some pencil  
*largest 17.5 x 28.5cm (6 7/8 x 11 1/4in).(7)*

**£1,500 - 2,000**

**€1,700 - 2,300**

**US\$1,900 - 2,500**

The Percy family have lived at Alnwick Castle for over 700 years.  
There are several landscapes by Lady Susan Elizabeth Percy in the  
Tate Collection acquired as part of the Oppé Collection in 1996.



38

**DAVID COX SNR. O.W.S. (BRITISH, 1783-1859)**

Landscape with cattle drovers  
signed 'David Cox' (lower left)  
oil on panel  
27.6 x 40cm (10 7/8 x 15 3/4in).

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

**Provenance**

Thomas Agnew & Sons Ltd, London, no. 47864.

38



39

**WILLIAM LINNELL (BRITISH, 1826-1906)**

Undulating landscape with livestock being driven along a path  
signed and dated 'William Linnell 1859' (lower right)  
oil on canvas  
92.1 x 121.9cm (36 1/4 x 48in).

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

40

**WALTER WILLIAMS (BRITISH, 1835-1906)**

Derwent water, Cumberland  
signed with initials 'WW' (lower left)  
oil on canvas  
61 x 91.5cm (24 x 36in).

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

**Provenance**

Frost and Reed Ltd., London.  
Private collection, UK.

39



40





41

41 AR

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

A game of chess  
signed 'F M Bennett' (lower right)  
oil on canvas  
42.2 x 51.5cm (16 5/8 x 20 1/4in).

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

**Provenance**

Private collection, UK.



42

42

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

The tea party  
signed 'GGKilburne' (lower right)  
oil on panel  
29.8 x 40.7cm (11 3/4 x 16in).

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

**Provenance**

Christie of Broadway, Worcestershire, no. C 501.  
Private collection, UK.



43

43

**ABRAHAM SOLOMON (BRITISH, 1824-1862)**

The ball  
signed and indistinctly dated 'ASolomon 18-8' (lower left)  
oil on canvas  
35 x 51.4cm (13 3/4 x 20 1/4in).

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

**Provenance**

Private collection, UK.

44

**ROBERT W. WRIGHT (BRITISH, ACTIVE 1871-1906)**

Making the Easter cross  
signed and dated 'Rob.W.Wright/1897'  
(lower left)  
oil on panel  
35.7 x 45.7cm (14 1/16 x 18in).

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



44

45

**FREDERICK DANIEL HARDY (BRITISH, 1826-1911)**

Winter fuel  
signed and dated 'F D Hardy/1891' (on the pump, lower right)  
oil on canvas  
48 x 64cm (18 7/8 x 25 3/16in).

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

**Provenance**

Private collection, UK.



45

46

**FREDERICK GOODALL, RA (BRITISH, 1822-1904)**

Rachel and her flock  
signed with monogram and dated '1875'  
(lower left)  
oil on canvas  
22.8 x 52.7cm (9 x 20 3/4in).

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

**Provenance**

Private collection, UK.



46



47

47

**EDWARD PRITCHETT (BRITISH, 1828-1864)**

*Piazza San Marco, Venice*  
 indistinctly signed 'E Pritchett' (lower left)  
 oil on canvas  
 25.4 x 20.3cm (10 x 8in).

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

**Provenance**  
 Spink, London.

48

**EDWARD PRITCHETT (BRITISH, 1828-1864)**

*View of the Doge's palace, Venice*  
 signed 'E Pritchett' (lower right)  
 oil on canvas  
 25.4 x 20.3cm (10 x 8in).

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



48



49

49

**EDWARD PRITCHETT (BRITISH, 1828-1864)**

*Piazza San Marco, Venice*  
 signed 'E Pritchett' (lower right)  
 oil on canvas  
 25.4 x 20.3cm (10 x 8in).

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



50

50

**WILLIAM STANLEY HASELTINE (AMERICAN, 1835-1900)**

*San Giorgio Maggiore from the lagoon, Venice*

signed 'W.S.HASELTINE' (lower right)

oil on canvas

20 x 35.5cm (8 x 14in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

51

**SYDNEY LAURENCE (AMERICAN, 1865-1940)**

*Venice in summer*

signed and dated 'S M LAURENCE. 1890' (lower right)

oil on canvas

92.7 x 76.8cm (36 1/2 x 30 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800



51



52

52

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

River landscape with children on a bridge; Fishing in the Highlands, a pair each signed 'W.H.Mander' (lower left) oil on canvas each 36.2 x 45.7cm (14 1/4 x 18in). (2)

£1,500 - 2,500

€1,700 - 2,800

US\$1,900 - 3,200

53

**GUSTAVE DE BREANSKI (BRITISH, CIRCA 1856-1898)**

Boats approaching harbour signed 'Gustave de Breanski' (lower right) oil on canvas 61 x 91.4cm (24 x 36in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



52



53



54

54  
**ARTHUR CROFT (BRITISH, 1828-DIED CIRCA 1893)**

Eiger, Mittellegi ridge; Wellhorn and Wetterhorn seen from Rosenlauri, a pair each signed and dated 'Arthur Croft 1874' (lower right)  
 watercolour  
 each 30.5 x 57.2cm (12 x 22 1/2in).(2)

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

55 \*  
**WILLIAM MELLOR (BRITISH, 1851-1931)**

'Llyn-y-Gwynant, North Wales'  
 signed 'William Mellor' (lower right); inscribed with title (on the reverse)  
 oil on canvas  
 71.1 x 91.4cm (28 x 36in).

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



54



55



56

**JOHN MORGAN, RBA (BRITISH, 1823-1886)**

Married for money

signed 'John Morgan' (lower left)

oil on canvas

107.8 x 171.5cm (42 7/16 x 67 1/2in).

**£10,000 - 15,000**

**€11,000 - 17,000**

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

**Provenance**

Anon. sale, Bukowskis, Stockholm, 30 November 2004, lot 257.

Haynes Fine Art, Broadway.

Private collection, UK.





57

**JOHN MORGAN, RBA (BRITISH, 1823-1886)**

Fish market - make your bid  
 signed 'J. Morgan' (lower right)  
 oil on canvas  
 71.1 x 135cm (28 x 53 1/8in).

**£4,000 - 6,000**  
**€4,500 - 6,800**  
**US\$5,100 - 7,600**

**Provenance**

(Probably) The French Gallery, London, 1865.  
 Anon. sale, Christie's, London, 15 November 2007, lot 112.  
 Private collection, UK.

This painting is one of three that John Morgan painted in the fishing village of Newhaven, just north of Edinburgh. Morgan had taken his family to live there immediately following the opening of the Royal Academy exhibition in 1865: they remained there for approximately two years.

Extracts from Morgan's diary of 1865 help place the picture. On 9 May he wrote 'I was much pleased and my imagination excited by the shipping I saw there, we walked on to Newhaven, were[sic] I was to find all I wanted. The costumes and dwellings of the fisherwomen greatly delighted. Their petticoats striped and coloured, their baskets and their outer stairs appeared to me most picturesque'.

The painting marked a return to Morgan's ambitious multi-figure works. His son Fred Morgan aged 18, who had left school at 14 and by this time was exhibiting his own works, would have helped his father with the twenty six figures.

The picture was bought by the London dealer Thomas Wallis of the French Gallery, 120 Pall Mall, London. Wallis entered the two earlier works painted in Newhaven *Going to the boats* and *Coming from the boats* at the British Institution.

We are grateful to Terry Parker for his assistance in cataloguing this lot.



58



59

58

**LOUIS BOSWORTH HURT (1856-1929)**

Cattle grazing near Beinn Eighe, Kinlochewe  
signed 'L.B.Hurt.' (lower left)

oil on canvas  
33 x 48.3cm (13 x 19in).

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

**Provenance**  
Private collection, UK.

59

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

Highland landscape with children by a croft  
signed 'W.H.Mander' (lower left)

oil on canvas  
61 x 96.5cm (24 x 38in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**  
Burlington Paintings, London.



60



61

60 AR

**CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)**

Thou art so near, yet so far  
signed and dated 'CHARLES SPENCELAYH/1897' (lower left)  
oil on canvas  
45.7 x 61cm (18 x 24in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$3,800 - 6,300

**Provenance**

Private collection, UK.

**Literature**

Aubrey Noakes, *Charles Spencelayh and His Paintings*, London, 1978, (illustrated p. 28).

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.

61

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

On the Wharfe, Bolton Woods, Yorkshire  
signed 'William Mellor' (lower right); inscribed with title (on the reverse)  
oil on canvas  
51.4 x 77.5cm (20 1/4 x 30 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800



62



63

62

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

Harvest on a hillside  
signed with initials and dated 'A.A.G-68' (lower right)  
oil on canvas  
50.8 x 81.3cm (20 x 32in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**  
Private collection, UK.

63

**DAVID BATES (BRITISH, 1840-1921)**

'A Welsh homestead'  
signed and dated 'David Bates 1880' (lower right); signed, dated and  
inscribed 'a Welsh Homestead autumn 1880/David Bates Malvern'  
(on the reverse)  
oil on canvas  
61 x 91.5cm (24 x 36in).

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

**Provenance**  
Anon. sale, Sotheby's, Chester, 12 January 1989, lot 3027.  
Private collection, UK.

64

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

Ben Tarbet, Scotland  
signed with initials and dated 'A.A.G.93'  
(lower right)  
oil on canvas  
53.4 x 43.8cm (21 x 17 1/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

Burlington Paintings, London.



64

65

**ELLEN LADELL (BRITISH, BORN CIRCA  
1853-)**

Still life of fruit, a bird's nest and roses with a  
glass dome of exotic birds  
signed 'Ellen Ladell' (lower left)  
oil on canvas  
45.7 x 35.6cm (18 x 14in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800



65



66

66  
**NICO JUNGMAN (BRITISH, 1872-1935)**

Self portrait  
 signed with monogram (lower right); signed with monogram (on the frame lower left)  
 tempera on panel, in the artist's hand carved and painted frame  
 panel 50 x 37cm (19 11/16 x 14 9/16in); overall 77 x 66cm (30 5/16 x 26in).

**£3,000 - 5,000**  
**€3,400 - 5,600**  
**US\$3,800 - 6,300**

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

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



67

67  
**NICO JUNGMAN (BRITISH, 1872-1935)**

'Stefi Geyer'  
 signed and inscribed 'Nico. Jungmann/London' (lower right)  
 watercolour  
 43.8 x 27.9cm (17 1/4 x 11in).

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

Stefi Geyer (1888-1956) was a celebrated and precociously talented Hungarian violinist, here painted in about 1904, when she played before the King at St James's Hall in London at the age of fifteen. She was adored by the composer Béla Bartók, who composed his violin concerto for her three years later. That piece is also about her; the first movement is gentle, poised and quiet, much as he described her in his letters, and is marked *andante sostenuto* (slow and sustained). Bartók wrote to her that the second movement, marked *allegro giocoso* (fast and playful), depicted her 'cheerful, witty, and amusing' qualities. Both portraits were projections, and she could not reciprocate his feelings. She rejected him, and his concerto, but she kept a copy of the score in a locked drawer. After their deaths, it was revived by David Oistrakh.



68

68

**MARCUS STONE, RA (BRITISH, 1840-1921)**

'A painter's first work'  
 signed and dated 'Marcus Stone/62 (lower left)  
 oil on canvas  
 45.7 x 61cm (18 x 24in).

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

**Exhibited**

London, Royal Academy, 1862, no. 502. 'The painter's first work.  
 "For genius oft misunderstood, etc." - *Hudibras*'

69

**CECIL J. WEBB (BRITISH, EARLY 20TH CENTURY)**

Breton confidantes  
 bears artist's name on label affixed to the reverse  
 tempera on panel  
 61 x 45.7cm (24 x 18in).

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

**Exhibited**

London, Royal Albert Hall, *Allied Artists' Association*, 1908.

This painting was shown at the first exhibition of the Allied Artists' Association (AAA) at the Albert Hall in 1908. Set up by the critic Frank Rutter, the aim of the AAA was to provide a British platform for the display of modern artistic trends akin to that established by the Salon d'Automne and the Salon des Indépendants in Paris, with no selection jury. Billed as the 'London Salon', there was a limit of five works per artist, and there were some 4,000 entries, mostly British. Webb used all of his quota, showing five tempera panels of the same size of Breton folk, which were well reviewed by *The Yorkshire Post* and *Leeds Intelligencer*: 'A very effective method is adopted by Mr. Cecil J. Webb in his 'Breton Fisherman' and four other pictures. The initial drawing is left to play the most important part, but is eked out with transparent glazes that give a fine feeling of colour'.



69



70

70 AR

**CHARLES SPENCELAYH, RMS, HRBSA (BRITISH, 1865-1958)**

A Japanese beauty  
signed 'CHARLES SPENCELAYH' (lower left) and inscribed  
'COPYRIGHT RESERVED/C.S.' (on the reverse)  
oil on canvas  
50.8 x 76.2cm (20 x 30in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**

Anon. sale, Christie's, South Kensington, 9 March 200, lot 253.  
Private collection, UK. Purchased from the above sale.



71

71

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

A Spanish beauty  
signed and dated 'J.B.Burgess/1875' (lower right)  
oil on canvas  
80.6 x 61cm (31 3/4 x 24in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**

W.A.Lyndon Esq., Christie's, London, 13 May 1876, lot 130.  
(£100.16s to Bacon).  
Anon. sale, Christie's, South Kensington, 29 June 2011, lot 29.  
Private collection, UK. Purchased from the above sale.





72



73

72

**WILLIAM WEEKES (BRITISH, 1856-1909)**

'A word on the drink'  
 signed 'WWeekes' (lower right); signed and indistinctly titled (on the reverse)  
 oil on board  
 29.2 x 20.5cm (11 1/2 x 8 1/16in).

£1,200 - 1,800  
 €1,400 - 2,000  
 US\$1,500 - 2,300

73

**WILLIAM WEEKES (BRITISH, 1856-1909)**

'It's a wise father that knows his own child'  
 signed 'WWeekes' (lower left); signed and titled (on the reverse)  
 oil on board  
 29.2 x 20.9cm (11 1/2 x 8 1/4in).

£1,200 - 1,800  
 €1,400 - 2,000  
 US\$1,500 - 2,300

74 AR

**BEATRICE PARSONS (BRITISH, 1870-1955)**

A July border, Eton College  
 signed 'Beatrice Parsons' (lower right)  
 watercolour  
 36.8 x 28.2cm (14 1/2 x 11 1/8in).

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



74

**Provenance**

Private collection, UK.



75



76

75

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

Afternoon gossip

signed and dated 'Oliver Rhys/1888' (lower right)

oil on canvas

76.8 x 127.7cm (30 1/4 x 50 1/4in).

£5,000 - 8,000

€5,600 - 9,000

US\$6,300 - 10,000

**Provenance**

Cooling Galleries, London.

Anon. sale, Bonhams, London, 14 December 1999, lot 109.

Burlington Paintings, London.

76 AR

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

White summer flowers in a silver vase

signed 'Cecil Kennedy' (lower right)

oil on canvas

55.9 x 61cm (22 x 24in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

**Provenance**

Burlington Paintings, London.

77 AR

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

Still life of flowers and a bumblebee  
signed and dated 'Cecil Kennedy/UVONGO/  
NATAL' (lower right)  
oil on canvas  
50.8 x 40.7cm (20 x 16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

**Provenance**

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



77

78 AR

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

Still life of fruit, vine leaves and a glass ewer  
signed 'Cecil Kennedy' (lower right)  
oil on canvas  
50.8 x 40.7cm (20 x 16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

**Provenance**

Private collection, UK.



78



79



80

79<sup>AR</sup>

**HAROLD CLAYTON (BRITISH, 1896-1979)**

Still life of summer flowers  
signed 'Harold Clayton' (lower left)  
oil on canvas  
55.9 x 66cm (22 x 26in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

80<sup>AR</sup>

**HAROLD CLAYTON (BRITISH, 1896-1979)**

Still life with roses and primulas  
signed 'Harold Clayton' (lower left)  
oil on canvas  
40.7 x 35.6cm (16 x 14in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

**Provenance**

Burlington Paintings, London.

81

**ALBERT LUDOVICI, JNR. (BRITISH, 1852-1932)**

The park in summer  
signed 'Ludovici' (lower left)  
oil on canvas  
61 x 81.3cm (24 x 32in).

£1,800 - 2,500  
€2,000 - 2,800  
US\$2,300 - 3,200



82

**MORTIMER LUDDINGTON MENPES, RI, RBA, RE (BRITISH, 1855-1938)**

Pangbourne from the Swan Hotel  
oil on board  
15.3 x 20.3cm (6 x 8in).

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

**Provenance**

The Leicester Galleries, London.  
Anon. sale, Phillips, London, 26 September  
2000, lot 118.  
Richard Green, London.  
Private collection, UK.

81



83

**CLARA MONTALBA (BRITISH, 1842-1929)**

St Mark's Square, Venice  
signed inscribed and dated 'Clara Montalba/  
Venice 91' (lower left)  
oil on canvas  
50.8 x 101.6cm (20 x 40in).

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

82



83



84

84

**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).

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

85 AR

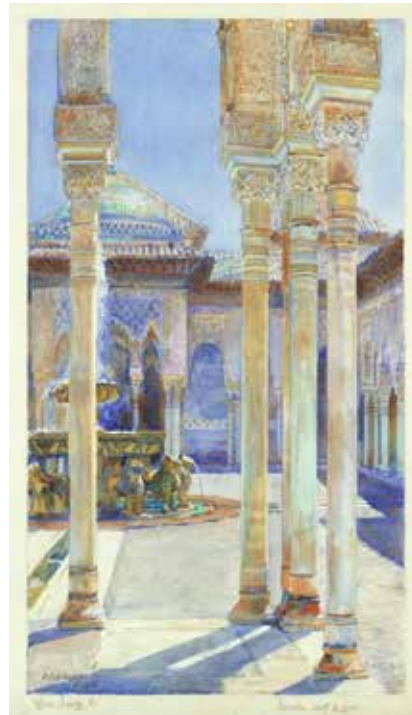
**GEORGE OWEN WYNNE APPERLEY (BRITISH, 1884-1960)**

Alhambra, Court of Lions  
signed and dated 'Apperley 1922' (lower left)  
watercolour  
45.7 x 25.4cm (18 x 10in).

£800 - 1,200  
€900 - 1,400  
US\$1,000 - 1,500

**Provenance**

Private collection, UK.



85



86

86 AR

**ANNA AIRY, RI, ROI, RP, RE, PS, GI (BRITISH, 1882-1964)**

The crow scarer  
signed 'A.Airy' (lower right)  
oil on canvas  
111.8 x 86.4cm (44 x 34in).

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

**Provenance**

Anon. sale, Bonhams, London, 29 November 1995, lot 99.  
Purchased from the above sale by the present owner.

87 AR

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

'Freddy'  
signed 'F.M.Hollams' (lower left) and titled 'FREDDY' (upper centre)  
oil on panel  
38.1 x 50.8cm (15 x 20in).

£1,200 - 1,800  
€1,400 - 2,000  
US\$1,500 - 2,300

87



88 AR

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

'Carnation'  
signed and dated 'F.M.Hollams '46' (lower left); and titled 'CARNATION' (upper right)  
oil on board  
34.3 x 45.7cm (13 1/2 x 18in).

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

88



89 AR

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

White horse in a stable  
signed 'F.M.Hollams' (lower right)  
oil on panel  
30.8 x 43.2cm (12 1/8 x 17in).

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

89





90

90

**WILLIAM STEWART MACGEORGE, RSA  
(BRITISH, 1861-1931)**

A bonfire in the bluebell wood  
signed 'WS MacGeorge' (lower left)  
oil on canvas  
73.7 x 81.3cm (29 x 32in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$3,800 - 6,300

**Provenance**

Anon. sale, Sotheby's, London, 6 February  
1990, lot 304.  
Calton Gallery, Edinburgh.

91

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

A view along the coast with a cottage in the  
distance  
signed 'Stanhope Forbes' (lower right)  
oil on panel  
32.4 x 23.5cm (12 3/4 x 9 1/4in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$3,800 - 6,300



91





92

92

**FREDERICK WILLIAM JACKSON (BRITISH, 1859-1918)**

Runswick bay  
oil on canvas  
100 x 126cm (39 3/8 x 49 5/8in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$3,800 - 6,300

**Provenance**  
Private collection, UK.

**Exhibited**  
City of Manchester Art Gallery, *Fred W. Jackson, A memorial exhibition of paintings and drawings*, 1918, no. 106. Lent by Mrs F. W. Jackson.

93

**FRANK E. COX (BRITISH, BORN CIRCA 1850, EXHIBITED, 1873-1894)**

Along the cliff path  
signed and dated 'Frank.E.Cox 1878' (lower right)  
oil on canvas  
61 x 45.7cm (24 x 18in).

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

**Provenance**  
Private collection, UK.



93



94

94

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

An orchard in May  
signed and dated 'G CLAUSEN 1885' (lower  
right)

watercolour heightened with bodycolour  
33.6 x 22.8cm (13 1/4 x 9in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,300

**Provenance**

Private collection, UK.

95

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

'Wallflowers'  
signed 'G Clausen' (lower right); signed, titled  
and dated 'Wallflowers/G.CLAUSEN/44' (on  
the reverse)

oil on canvas  
30.5 x 28.6cm (12 x 11 1/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

Barbizon House, London.  
Cooling Galleries, London.  
Private collection, UK.



95



96

**SIR WILLIAM SAMUEL HENRY LLEWELLYN, PRA, RBA, RI  
(BRITISH, 1858-1941)**

A summer's day on the coast  
signed 'W.Llewellyn' (lower left)  
oil on canvas  
89 x 59cm (35 1/16 x 23 1/4in).

**£4,000 - 6,000**  
**€4,500 - 6,800**  
**US\$5,100 - 7,600**

**Provenance**

Private collection, Italy.

Like Frank Brangwyn, Ernest Dade, Jacomb Hood and other members of the Chelsea artists' colony based in Manresa Road in the late 1880s, Llewellyn was peripatetic. The evidence supplied by picture titles places him at Southwold, St Ives, Padstow, Whitby and on the Beaulieu Firth near Inverness. Only one or two of these painting expeditions can be securely dated and a number of studies have yet to be identified with specific locations. The present example is one of these. Problems are compounded by the fact that the painter, like his Walberswick contemporary, Philip Wilson Steer, seems capable of working in different styles at the same time. Having broken with

his family to become an artist, this future President of the Royal Academy, must in those early years, make his own way in the world, and his primary focus was on securing a reputation as a portrait painter.

Unlike Steer, extant coastal studies are rare and while important *plein air* figure-pieces such as *Summertime by the Sea* (sold in these rooms, 14 March 2018), can be placed in their appropriate historical context, works such as *A summer's day on the coast* are more difficult. Here we rely completely on one or two smaller works such as *Southwold Beach*, c 1886, (also sold in these rooms, 14 March 2018) to propose comparisons in the handling of foreground weeds and grasses. As a result, it is tempting to place the present stretch of coastline in East Anglia, sometime in the late 1880s when it seems that the landscape was first worked in pastel on paper (sold Christie's, South Kensington, 24 July 2005).

What remains striking about the picture however, is its unusual format. It is essentially a sky-scape, rather than a landscape. In this – as in *Southwold Beach* – the spectre of Constable hangs over the scene in huge clouds that echo the master's *Weymouth Bay*, 1816 (National Gallery, London).

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



97

97 AR

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

Autumn on the Upper Thames  
signed 'Edward Seago' (lower left)  
watercolour  
39.4 x 56.5cm (15 1/2 x 22 1/4in).

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

**Provenance**

P. & D. Colnaghi & Co. Ltd., London, 1955.  
Mandell's Gallery, Norwich.  
The collection of Lady Barbara Gorell-Barnes.  
Private collection, UK. Purchased from the above sale.



98

98 AR

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

Still evening on Lake Windermere  
signed and dated 'W.H/COOPER/1921'  
(lower right)  
watercolour  
38.1 x 50.8cm (15 x 20in).

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

**Provenance**

The Heaton Cooper Studio Ltd., Grasmere, Cumbria.  
Private collection, UK. Purchased from the above in 2008.



99

99

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

The harbour wall  
signed 'H.Caffieri' (lower right)  
watercolour heightened with white  
45.7 x 59cm (18 x 23 1/4in).

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

100

**ALGERNON TALMAGE RA ROI RWA ARE  
(BRITISH, 1871-1939)**

The milkmaid  
signed and dated 'Talmage /20' (lower right)  
oil on canvas  
35.5 x 45.7cm (14 x 18in).

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

**Provenance**

Anon. sale, Bonhams, Knightsbridge, 21  
June 2011, lot 108.  
Private collection, UK. Purchased from the  
above sale.

100



101 AR

**BERTRAM PRIESTMAN (BRITISH, 1868-  
1951)**

Cattle grazing in the river valley, a milkmaid  
on the way home  
signed 'B Priestman' (lower left)  
oil on canvas  
48.9 x 80.7cm (19 1/4 x 31 3/4in).

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

**Provenance**

Plympton Gallery, Devon.  
Private collection, UK.

101



102

**THOMAS EDWIN MOSTYN, ROI, RWA,  
RCA (BRITISH, 1864-1930)**

A woodland glade  
signed 'MOSTYN' (lower right)  
oil on canvas  
51.8 x 68.6cm (20 3/8 x 27in).

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

102





103



104

103 AR

**HENRY RYLAND, RI (1856-1953)**

Beneath the cherry blossom  
signed 'HENRY RYLAND.R.I.' (lower left)  
watercolour  
38.7 x 54.6cm (15 1/4 x 21 1/2in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**

Louise Whitford Ltd., London.

104 AR

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

Veronica  
signed 'WRussellFlint' (lower right)  
pastel  
33 x 45.7cm (13 x 18in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$3,800 - 6,300



105 \*AR

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

*San Geremia, Grand Canal, Venice*

signed 'W. RUSSELL FLINT' (lower right); signed and inscribed 'San Geremia, Grand Canal, Venice/W Russell Flint' (on the backboard)

watercolour

49 x 67cm (19 5/16 x 26 3/8in).

£6,000 - 8,000

€6,800 - 9,000

US\$7,600 - 10,000

**Provenance**

The Everard Read Gallery, Johannesburg.

Private collection, South Africa.



106



107



108

106 AR

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

Still life of roses  
signed 'I Klestova' (lower left)  
oil on board  
24.2 x 19cm (9 1/2 x 7 1/2in).

£800 - 1,200  
€900 - 1,400  
US\$1,000 - 1,500

107 AR

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

Still life of roses  
signed 'I Klestova' (lower left)  
oil on board  
24.2 x 19cm (9 1/2 x 7 1/2in).

£800 - 1,200  
€900 - 1,400  
US\$1,000 - 1,500

108 AR

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

Miss Zuleika Transport  
signed 'W. Russell Flint' (lower right)  
red chalk  
27.9 x 20.3cm (11 x 8in).

£1,500 - 2,500  
€1,700 - 2,800  
US\$1,900 - 3,200

**Provenance**

Anon. sale, Sotheby's, Olympia, 16 February 2006, lot 10.  
Burlington Paintings, London.

**Literature**

W. R. Flint, *Models of Propriety*, London, 1951, (illustrated p. 47).





109

109 AR

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

Portrait sketches including Harold Knight  
one signed 'Laura Knight' (lower right); another inscribed 'Last but  
not least/H Knight'  
pencil on paper  
six separate sketches, mounted together, each 15.8 x 9.5cm (6 1/4  
x 3 3/4in).

£700 - 900  
€790 - 1,000  
US\$890 - 1,100

110 AR

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

Diana Wynyard at Stratford-on-Avon  
signed 'Laura Knight' (lower left)  
watercolour, chalk, pen and ink  
48.3 x 32cm (19 x 12 5/8in).  
Executed in 1951

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**  
Private collection, UK.

**Exhibited**  
London, Royal Academy, *Laura Knight Retrospective*, 1965, no. 142.  
London, Royal Society of Painters in Water Colours, Autumn  
Exhibition, 1970, no. 131.



110



111



112

111

**WILLIAM EDWARD NORTON (AMERICAN, 1843-1916)**

The harbour by moonlight  
signed 'William E Norton' (lower right)  
oil on canvas  
30.5 x 40.7cm (12 x 16in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

112

**JULIUS OLSSON (BRITISH, 1864-1942)**

White cliffs in summer  
signed 'Julius Olsson' (lower left)  
oil on canvas  
45.7 x 61cm (18 x 24in).

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

113 AR

**ALFRED FONTVILLE DE BREANSKI  
(BRITISH, 1877-1957)**

'In the harbour Polperro'  
signed 'AdeBreanski Jnr' (lower left); signed  
and titled (on the reverse)  
oil on canvas  
45.7 x 61cm (18 x 24in).

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

114 AR

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

Street scene with figures  
signed 'JAPARK' (lower right)  
oil on canvas  
50.8 x 61cm (20 x 24in).  
unframed

£1,200 - 1,800  
€1,400 - 2,000  
US\$1,500 - 2,300

**Provenance**

Private collection, UK.

115 AR

**ALFRED ROBERT HAYWARD (BRITISH,  
1875-1971)**

A view along the coast with children playing  
signed and dated 'Alfred Hayward/1910'  
(lower right)  
oil on canvas  
71.1 x 91.5cm (28 x 36in).

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



113



114



115



116 AR

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

Wild horses on a meadow, the hunt beyond

signed and dated 'L.E.Kemp-Welch/1894

oil on canvas

50.8 x 91.4cm (20 x 36in).

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

# Part II

## 19th Century European, Modern & Impressionist Art

Lots 117 – 197





117

117

**JOHANNES FRANCISCUS SPOHLER (DUTCH, 1853-1894)**

Brewers' canal, Amsterdam  
signed 'J.F.Spohler' (lower left)  
oil on panel  
*11.7 x 89.2cm (4 5/8 x 35 1/8in).*

**£1,200 - 1,800**  
**€1,400 - 2,000**  
**US\$1,500 - 2,300**

**Provenance**

Private collection, UK.



118

118

**PIETER GERARDUS VERTIN (DUTCH, 1819-1893)**

Amsterdam  
signed 'Vertin' (lower right)  
oil on panel  
*18.4 x 14cm (7 1/4 x 5 1/2in).*

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

**Provenance**

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



119



120

119

**GUIDO AGOSTINI (ITALIAN, 19TH CENTURY)**

*'Roma - Rive del Tevere'; 'Firenze da Villa Magna'*, a pair each signed 'GAgostini' (the first lower left, the second lower right); each further signed and titled (on the reverse)

oil on board

each 22.3 x 26.7cm (8 3/4 x 10 1/2in).(2) oval

£1,200 - 1,800

€1,400 - 2,000

US\$1,500 - 2,300

120

**JULES VICTOR GENISSON (BELGIAN, 1805-1860)**

Cathedral interiors, a pair

each signed and dated 'GENISSON 1858' (lower left)

the first, oil on panel; the second, oil on canvas

the first, 31.4 x 36.8cm (12 3/8 x 14 1/2in); the second, 40 x 34cm (15 3/4 x 13 3/8in).(2)

both unframed

£1,200 - 1,800

€1,400 - 2,000

US\$1,500 - 2,300



120



121

**ANTON EINSLE (AUSTRIAN, 1801-1871)**

Family portrait  
signed, inscribed and dated 'Ant: Einsle pinx: 1830' (upper right)  
oil on canvas  
105.4 x 89.5cm (41 1/2 x 35 1/4in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,300 - 8,900

**Provenance**

Private collection, Germany.





122

122

**HENRIETTE RONNER-KNIP (DUTCH, 1821-1909)**

Kitten on a pink cushion  
signed 'Henriette Ronner' (lower left)  
oil on paper laid down on panel  
20.5 x 16.4cm (8 1/16 x 6 7/16in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,100 - 7,600

**Provenance**

Anon. sale, Van Marle, De Sille & Baan, Rotterdam, 15 April 1913, lot 335.  
Anon. sale, Christie's, Amsterdam, 19 June 2001, lot 31.  
Private collection, UK.



123

123

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

Portrait of a girl  
signed and dated 'J th. Toorop/1920' (lower left)  
charcoal, pastel and crayon  
43.5 x 13cm (17 1/8 x 5 1/8in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800



124



125

124

**GIROLAMO GIANNI (ITALIAN, 1837-1895)**

HMS *Alexandra* in the Grand Harbour, Malta  
signed and dated 'G. Gianni 1880' (lower right)  
oil on canvas  
45.7 x 77.5cm (18 x 30 1/2in).

**£3,000 - 5,000**  
**€3,400 - 5,600**  
**US\$3,800 - 6,300**

HMS *Alexandra*, commissioned at Chatham on 2 January 1877 as flagship of the Mediterranean Fleet, is seen here in 1880 under the command of Sir Geoffrey Phipps Hornby, Commander-in-Chief of the Mediterranean Fleet since 1877. In 1878, Hornby led HMS *Alexandra* through the Dardanelles in an attempt to deter Russia from advancing on Constantinople during the Russo-Turkish War (1877-1878) and she would later take part in the bombardment of Alexandria in 1882.

125 \*

**ALEXANDRE CALAME (SWISS, 1810-1864)**

A mountainous river landscape with figures crossing a bridge  
signed 'A Calame' (lower right)  
oil on canvas  
97.8 x 119.4cm (38 1/2 x 47in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,500 - 3,800**

**Provenance**

Acquired by the present owner's great grandfather in the 1920s.



126

**EDUARDO ZAMACOIS Y ZABALA (SPANISH, LIVED CIRCA 1841-1871)**

Well stocked larders; a pair  
one signed 'E.Zamacois', the other indistinctly signed 'E.Zama--'  
(each lower left)

oil on canvas

64.8 x 81.3cm (25 1/2 x 32in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,300

**Provenance**

Property of a private Spanish collection.



127



128



129

127

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

Drying off by the fire  
signed 'Seignac' (lower left)  
oil on panel  
41.3 x 32.4cm (16 1/4 x 12 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Cooling Galleries, London.  
Anon. sale, Skinner Auctions, Boston, 6  
March 2009, lot 460.  
Private collection, UK.

128

**R. JUSTICH (19TH/20TH CENTURY)**

A tender spot  
signed 'Justich R' (lower right)  
oil on canvas  
47 x 43.8cm (18 1/2 x 17 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

129

**PIOTR STACHIEWICZ (POLISH, 1858-1938)**

*Krakowianka*

pastel

99.7 x 69.8cm (39 1/4 x 27 1/2in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

Purchased by the Grandfather of the present owner in Poland, 1958. Thence by descent.

The sitter for this portrait appears to be Zofia Paluchowa, nicknamed "Piekna Zoska" (beautiful Zoska), considered one of the most beautiful models by painters of the time. She was a model regularly used by Stachiewicz and usually posed for artists in traditional Polish folk costumes as seen here. In 1921 she married, however her husband did not agree to her modelling for artists. Amid escalating tensions between the two, the now estranged Zofia disappeared in 1927. After a widely publicised investigation, her husband was charged with murder and sentenced to 15 years imprisonment which he would not outlive.

130

**VINCENZO IROLLI (ITALIAN, 1860-1945)**

*Il velo argentato*

signed 'V. Irolli' (lower right)

oil on canvas

81 x 39cm (31 7/8 x 15 3/8in).

£8,000 - 12,000

€9,000 - 14,000

US\$10,000 - 15,000

**Provenance**

Private collection, Italy.



130



131



132

131

**DAVID EMILE JOSEPH DE NOTER (BELGIAN, 1825-1892)**

The artist's studio  
signed and dated 'David de Noter. 1845.' (lower right)  
oil on panel  
79 x 113.5cm (31 1/8 x 44 11/16in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,100 - 7,600

**Provenance**

Eaton Gallery, London.  
Private collection, UK.

132

**SIMON LUDVIG DITLEV SIMONSEN (DANISH, 1841-1928)**

Shooting in the wetlands with pointers  
signed and dated 'Simon Simonsen/1904' (lower right); bears  
signature, date and title (on stretcher verso)  
oil on canvas  
72.7 x 102.2cm (28 5/8 x 40 1/4in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,100 - 7,600



133

133

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

Going to market, Naples

indistinctly signed 'H. Corrodi' (lower left)

oil on canvas

45 x 95cm (17 11/16 x 37 3/8in).

**£10,000 - 15,000**

**€11,000 - 17,000**

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



134

134

**ANTONIO ERMOLAO PAOLETTI  
(ITALIAN, 1834-1912)**

Lady and Gallant by a fireside  
signed 'A. Ermolao Paoletti' (lower left)  
oil on panel  
41.3 x 50.8cm (16 1/4 x 20in).

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

**Provenance**

Haynes Fine Art, Broadway, no. 5678.



135

135

**CORNELIS VAN LEEMPUTTEN  
(BELGIAN, 1841-1902)**

Two boys playing cards on a hill with sheep,  
Paris in the distance  
signed 'C.von Leemputten' (lower right)  
oil on canvas  
64.7 x 100.3cm (25 1/2 x 39 1/2in).

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

136

**HENRI GERVEX (FRENCH, 1852-1929)**

The lamentation  
signed 'H.Gervex' (lower right)  
watercolour and coloured chalks  
25.4 x 38.1cm (10 x 15in).

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



136





137

137

**XAVIER ALPHONSE MONCHABLON (FRENCH, 1835-1907)**

A social call  
signed and dated 'Alph. MONCHABLON. 1873' (upper right)  
oil on canvas  
43 x 32cm (16 15/16 x 12 5/8in).  
unframed

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800



138

138

**MATHIEU IGNACE VAN BREE (FLEMISH, 1773-1839)**

*'Etude pour le tableau des Atheniens'*  
stamped with artist's initials 'M.I.VB' and titled (lower right); bears  
further indistinct inscription (upper right)  
black, red and white chalk  
34.3 x 29.2cm (13 1/2 x 11 1/2in).

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

The present work is a study for one of the figures in a painting by the artist which depicts the calling of the names of those selected from Athens to be sacrificed to the Minotaur. An etching after this work titled *Proclamation des noms des Atheniens dévoués au Minotaure* has been mounted underneath the study.



(138 etching)



139

139

**FRANZ SERAPH VON LENBACH (GERMAN, 1836-1904)**

Portrait of a young boy  
signed 'F.Lenbach' (lower right)  
oil on board with traces of pencil  
51.4 x 41.2cm (20 1/4 x 16 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**

Private collection, UK. Purchased by the family of the present owner  
in Berlin *circa* 1930.



140

140

**GEROLAMO INDUNO (ITALIAN, 1827-1890)**

Portrait of a boy wearing a red cap  
signed and dated 'G.Induno 1860' (lower right)  
oil on canvas  
52 x 35cm (20 1/2 x 13 3/4in).

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



141

**JULES CYRILLE CAVÉ (FRENCH, 1859-1940)**

Head of a girl  
signed and dated '-J-Cavé-1914-'(upper right)  
oil on canvas  
41.5 x 33.5cm (16 5/16 x 13 3/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,300 - 8,900

Born in Paris, Jules Cavé began his artistic training at the Académie Julian in 1877, where he was taught by William-Adolphe Bouguereau and Tony Robert-Fleury. Cavé became a close friend of Bouguereau, and started attending his studio while finishing his studies at the Académie.

Cavé's first submission to the Paris Salon was in 1885, and he continued to exhibit regularly until 1939.

The girl depicted in the present lot is the same model used in a larger portrait with cherry blossoms, sold in these rooms 28 September 2016, lot 34.



142

142

**PIETRO PAVESI (ITALIAN, 1844-1907)**

An oriental cafe  
signed 'P.PAVESI' (lower left)  
watercolour heightened with white over traces of pencil  
56.5 x 41.3cm (22 1/4 x 16 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**  
Private collection, UK.



143

143

**ANTONIO GARGIULLO (ITALIAN, LATE 19TH CENTURY)**

The love letter  
signed 'AGargiullo' (lower right)  
watercolour heightened with white  
54 x 36.2cm (21 1/4 x 14 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

**Provenance**  
Private collection, UK.



144

**CONTINENTAL SCHOOL (20TH CENTURY)**

Saladin victorious in Jerusalem

oil on canvas

120.7 x 170.2cm (47 1/2 x 67in).

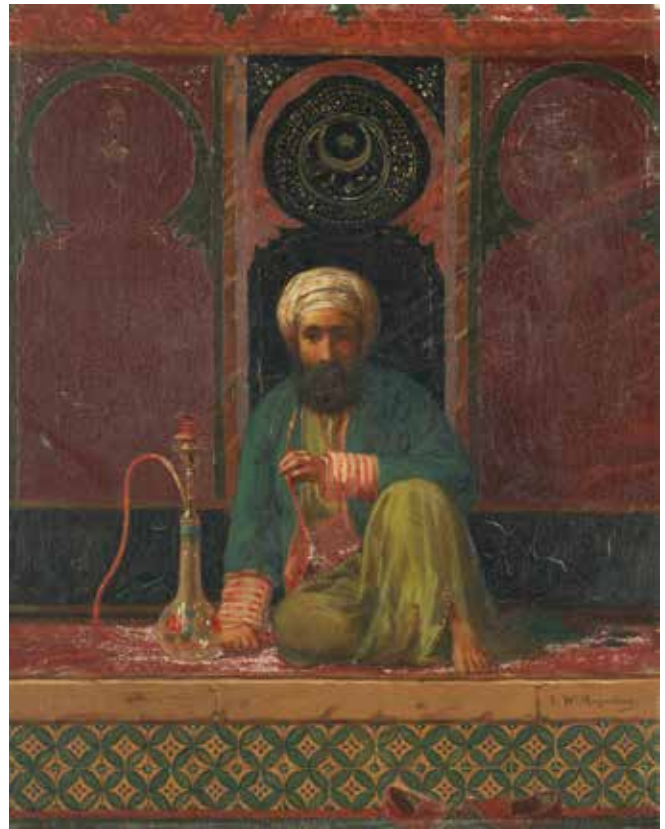
£6,000 - 8,000

€6,800 - 9,000

US\$7,600 - 10,000



145



145



146

145

**JAN BAPTIST HUYSMANS (BELGIAN, 1826-1906)**

Seated man with hookah; A corner of the Harem, a pair  
each signed 'J.Bt. Huysmans' (lower right)

oil on panel

one 26.5 x 20.8cm (10 7/16 x 8 3/16in); the other 26.1 x 20.8cm (10 1/4 x 8 3/16in).(2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

146 AR

**ALBERTO ROSATI (ITALIAN, 1893-1971)**

The shawl seller

signed 'Alberto Rosati' (lower right)

watercolour and gouache

37 x 26.5cm (14 9/16 x 10 7/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



147

147  
**DELPHIN ENJOLRAS (FRENCH, 1857-1945)**

A fairest rose  
 signed 'D'Enjolras' (lower right)  
 oil on canvas  
 47 x 66cm (18 1/2 x 26in).

£3,000 - 5,000  
 €3,400 - 5,600  
 US\$3,800 - 6,300

**Provenance**  
 Burlington Paintings, London.

148  
**NARCISSE BERCHÈRE (FRENCH, 1819-1891)**

A street in Jerusalem  
 signed 'Berchère' (lower left)  
 watercolour  
 44.5 x 32.4cm (17 1/2 x 12 3/4in).

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



148



149

**GIUSEPPE BIASI (ITALIAN, 1885-1945)**

A lady in profile against a desert landscape  
signed 'G.BIASI/TEULADA' (lower left)

oil on canvas

95.3 x 129.6cm (37 1/2 x 51in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,900 - 13,000

**Provenance**

Private collection, Greece.

Acquired from the above by the present owner in 2013.

Giuseppe Biasi, born in Sassari, 1885, was an Italian painter and illustrator who learned his craft in his native Sardinia. Having exhibited numerous times at in Rome and at the Venice Biennale he left for Africa in 1824 where he would stay for three years. The influence of this period can clearly be seen in the following works.



150

**GIUSEPPE BIASI (ITALIAN, 1885-1945)**

Portrait of a lady in blue  
signed 'G.BIASI/TEULADA' (upper right)  
oil on canvas  
78.8 x 74.3cm (31 x 29 1/4in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,300 - 8,900

**Provenance**

Private collection, Greece.  
Acquired from the above by the present  
owner in 2013.



150



151

151

**GIUSEPPE BIASI (ITALIAN, 1885-1945)**

Study of a lady carrying water  
signed 'G.BIASI/TEULADA' (lower right)  
watercolour with traces of pencil  
15.8 x 15.8cm (6 1/4 x 6 1/4in).

£700 - 900

€790 - 1,000

US\$890 - 1,100

**Provenance**

Private collection, Greece.  
Acquired from the above by the present  
owner in 2013.



152

152

**MAURICE LEVIS (FRENCH, 1860-1940)**

*Le port de St Valery en Caux; Environs de Lagny sur Marne*

each signed 'Maurice Levis' (the first lower right, the other lower left); each bears title (on the reverse)

oil on board

each 25.4 x 34.3cm (10 x 13 1/2in). (2)

£1,200 - 1,800

€1,400 - 2,000

US\$1,500 - 2,300

**Provenance**

Private collection, UK.

153 AR

**AGRICOL LOUIS MONTAGNÉ (FRENCH, 1879-1960)**

*Paysage d'été*

signed 'L.Montagné' (lower right)

oil on canvas

54.5 x 73.5cm (21 7/16 x 28 15/16in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500



152



153



154 \*

**PIERRE EUGÈNE MONTEZIN (FRENCH, 1874-1946)**

An arrangement of lilacs, roses and carnations

signed 'PMontezin' (lower left)

oil on canvas

81.3 x 100.4cm (32 x 39 1/2in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,300

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



155

155

**ANTONIO MARÍA DE REYNA MANESCAU  
(SPANISH, 1859-1937)**

*Chiesa di Santa Maria del Rosario with  
Chiesa di San Giorgio Maggiore in the  
distance*

signed and inscribed 'Reyna/Venezia' (lower  
right)

oil on canvasboard

18.1 x 19.7cm (7 1/8 x 7 3/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800



156

156

**VINCENZO IROLLI (ITALIAN, 1860-1945)**

*Bambino sul terrazzo*

signed 'V.Irolli' (lower right)

oil on canvas laid to board

20.3 x 28cm (8 x 11in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

157 AR

**SUZANNE EISENDIECK (GERMAN, 1908-  
1998)**

*'On the river'*

signed 'SUZANNE EISENDIECK' (lower

right); numbered and titled (on the stretcher  
verso)

oil on canvas

54 x 73cm (21 1/4 x 28 3/4in).



157

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



158

158

**JEAN BAPTISTE ANTOINE GUILLEMET (FRENCH, 1843-1918)**

Farmyard  
 signed 'A. Guillemet' (lower left)  
 oil on canvas  
 38.1 x 46.4cm (15 x 18 1/4in).

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

**Provenance**

Anon. sale, Sotheby's, Olympia, 16 July 2003, lot 220.  
 Private collection, UK. Purchased from the above the sale.

159

**CECILIO PLÁ (SPANISH, 1860-1934)**

Federico, study of a small boy  
 bears inscription 'Federico' (on the reverse)  
 oil on board  
 30.5 x 19.7cm (12 x 7 3/4in).

£2,000 - 3,000  
 €2,300 - 3,400  
 US\$2,500 - 3,800

This work is accompanied by a certificate of authenticity from the artist's daughter, Christina Pla, dated 19 February 1990.



159



160



161

160 AR

**PIERRE PAULUS DE CHÂTELET (BELGIAN, 1881-1959)**

*Bords de la Sambre au coucher de soleil*

signed 'P.Paulus' (lower right)

oil on canvas

50.8 x 59.7cm (20 x 23 1/2in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

161 AR

**SIMON FRANÇOIS STANISLAS MONDZAIN (POLISH/FRENCH, 1890-1979)**

*A hillside village, the sea beyond*

signed and dated 'Mondzain/1928' (lower right)

oil on canvas

54 x 65.1cm (21 1/4 x 25 5/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,300

162 AR

**ANDRÉ-EDOUARD MARTY (FRENCH,  
1882-1974)**

Arcadian spring  
signed 'A.E.MARTY' (lower right)  
oil on canvas laid on board  
160 x 130.2cm (63 x 51 1/4in).

£1,200 - 1,800

€1,400 - 2,000

US\$1,500 - 2,300

**Provenance**

Private collection, UK.



162

163 AR

**ROGER CHAPELAIN-MIDY (FRENCH,  
1904-1992)**

*Un vase de fleurs*  
signed 'Chapelain-Midy' (lower left)  
oil on canvas  
55.2 x 46.3cm (21 3/4 x 18 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



163



164



165

164 AR

**ANDRE LHOTE (FRENCH, 1885-1962)**

*Vue d'une église*

signed, inscribed and indistinctly dated 'A Madame Supervielle, en hommage de sa respectueuse amitié/A.LHote --- 1921' (lower right) watercolour

36.2 x 54cm (14 1/4 x 21 1/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

The authenticity of this work has kindly been confirmed by Madame Bermann-Martin Dominique.

**Provenance**

Ex. collection of Jules Supervielle.

Jules Supervielle and his wife Pilar were very good friends of the artist. In September 1921 the Lhotes stayed at their villa in Ustarritz. The dedication suggests that this watercolour was a gift of thanks to the hostess.

165

**THÉO VAN RYSELBERGHE (1862-1926)**

*Marché arabe et deux chameaux*

stamped 'Atelier Van Rysselberghe' (lower left) watercolour with traces of charcoal

8.6 x 18.4cm (3 3/8 x 7 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

**Provenance**

JPL fine Arts, London, stock no. V/RYS/32/2990. Galerie Minotaure (Katia Pissaro), Paris.

**Literature**

R. Feltkamp, *Théo Van Rysselberghe 1862 - 1926, catalogue raisonné*, Paris, 2003, no. 1882-046 (illustrated p. 259).





166 AR

**JAN SLUIJTERS (DUTCH, 1881-1957)**

*Stilleven met margrietten en klapprozen*  
signed 'JAN SLUIJTERS' (upper right); inscribed '*Verloting  
Ondersteuningsfonds Pulchri Studio*' (on the stretcher verso)  
oil on canvas  
72.5 x 58.5cm (28 9/16 x 23 1/16in).  
Painted circa 1924

£7,000 - 10,000  
€7,900 - 11,000  
US\$8,900 - 13,000

Included in the digital *catalogue raisonné* of the artist's work by the  
RKD - Netherlands Institute for Art History.

**Provenance**

The artist's collection, until at least 1941.  
Simonis & Buunk, Ede.



167



168



167



168



167



168



169

167

**HENRI EDMOND CROSS (FRENCH, 1856-1910)**

*Études - Paysage de montagne; Deux arbres; Paysanne étendue dans l'herbe*

the first stamped 'H.E.C' (lower left) and extensively inscribed in french (lower right); the other two stamped 'H.E.C' (lower right)  
pencil and charcoal on paper  
the largest 17.8 x 11.1cm (7 x 4 3/8in).(3)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

The estate of Andre Dunoyer de Segonzac.  
Purchased from the above by the present owner.

168

**HENRI EDMOND CROSS (FRENCH, 1856-1910)**

*Études - Homme au chapeau, vu de dos (études de chat, verso); Femme, vue de dos; Femme assise*

each stamped 'H.E.C' (two lower right, the third upper left)  
pencil and charcoal on paper  
the largest 17.8 x 11.1cm (7 x 4 3/8in).(3)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

The estate of Andre Dunoyer de Segonzac.  
Purchased from the above by the present owner.

169

**HENRI EDMOND CROSS (FRENCH, 1856-1910)**

*Études - Jeune fille au chien; Femmes au chapeaux; Enfants de profil*

the first two stamped 'H.E.C' (lower right)  
pencil and blue crayon on paper  
the largest 16.2 x 12.7cm (6 3/8 x 5in).(3)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

The estate of Andre Dunoyer de Segonzac.  
Purchased from the above by the present owner.



169



169



170



171

170

**RAOUL DUFY (FRENCH, 1877-1953)**

*Saint-Paul-de-Vence et le viaduc*

signed 'Raoul Dufy' (lower right)

pencil on paper

45 x 55cm (17 11/16 x 21 5/8in).

Executed circa 1923

£2,500 - 3,500

€2,800 - 3,900

US\$3,200 - 4,400

This work is accompanied by a certificate of authenticity from Madame Fanny Guillon-Laffaille dated 12 September 2003, no. D03-1478.

171

**RAOUL DUFY (FRENCH, 1877-1953)**

*Bord de mer*

stamped with initials 'R D' (lower right)

watercolour

14.6 x 24.2cm (5 3/4 x 9 1/2in).

Executed circa 1899

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

This work is accompanied by a certificate of authenticity from Madame Fanny Guillon-Laffaille dated 4 June 2019, no. A19-9483 and will be included in the supplement *catalogue raisonné* of watercolours, gouaches and pastels currently being prepared.



172

**RAOUL DUFY (FRENCH, 1877-1953)**

*Baigneuse*

signed 'Raoul Dufy' (in pencil, lower right)  
watercolour and coloured inks on paper  
80.7 x 57cm (31 3/4 x 22 7/16in).  
Executed in 1929

£5,000 - 7,000

€5,600 - 7,900

US\$6,300 - 8,900

**Provenance**

Perls Galleries, New York.

Walter Stünzi, Zurich.

Thence by descent.

Anon. sale, Christie's, London, 30 March 1982, lot 330.

Anon. sale, Bonhams, Knightsbridge, 30 October 2012, lot 55.

Private collection, UK. Purchased from the above sale.

**Literature**

A. Werner, *Raoul Dufy*, London, 1970, no. 60 (illustrated p.57).

F. Guillon-Laffaille, *Raoul Dufy, Catalogue raisonné des aquarelles, gouaches et pastels*, vol. II, Paris, 1982, no. 1837 (illustrated p.284).



173



174

173

**RAOUL DUFY (FRENCH, 1877-1953)**

*Papillons*

stamped 'RD/Bianchini-Ferrier' (lower right and in the margin, upper right)

gouache

48.3 x 25.4cm (19 x 10in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,800 - 6,300

This work is accompanied by a certificate of authenticity from Madame Fanny Guillon-Laffaille dated 4 June 2019, no. A19-9485 and will be included in the supplement *catalogue raisonné* of watercolours, gouaches and pastels currently being prepared.

174 AR

**JEAN DUFY (1888-1964)**

*Les cavaliers*

signed in a different hand (lower left)

watercolour

19.1 x 35.6cm (7 1/2 x 14in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

The authenticity of this work has kindly been confirmed by Jacques Bailly.

**Provenance**

Carel Gallery, Miami Beach, Florida.

Private collection, Massachusetts.

Anon. sale, Skinner Auctions, Boston, Massachusetts, 21 May 2010, lot 525.



175 \* AR

**MARIE LAURENCIN (FRENCH, 1883-1956)**

*Au bal à la porte Saint Martin*  
stamped with the initials 'M.L.' (lower right); inscribed 'Porte Saint  
Martin' (upper left)  
coloured crayon and pencil on paper  
26.6 x 19.4cm (10 1/2 x 7 5/8in).

£7,000 - 10,000  
€7,900 - 11,000  
US\$8,900 - 13,000

**Provenance**

The artist's estate.  
Anon. sale, Sotheby's, London, 25 October 1989, lot 195.  
Anon. sale, Christie's, London, 23 June 2005, lot 372.  
Private collection, Geneva.



176



177

176 AR

**ELISÉE MACLET (FRENCH, 1881-1962)**

*Vue d'un parc de propriété dans le Midi*

signed 'maclet' (lower left)

oil on canvas

64.7 x 81.3cm (25 1/2 x 32in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

**Provenance**

Private collection, UK.

We are grateful to Monsieur Jean-Paul Villian for his assistance in cataloguing this lot.

177 AR

**ELISÉE MACLET (FRENCH, 1881-1962)**

*Vue de Montmartre, La Tour du Philosophe et Le Moulin de la Galette*

signed 'maclet' (lower right)

oil on canvas

46 x 55.3cm (18 1/8 x 21 3/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

We are grateful to Monsieur Jean-Paul Villian for his assistance in cataloguing this lot.





178

178 AR

**JEAN COCTEAU (FRENCH, 1889-1963)**

*Chevalier de profil*  
 signed 'Jean' (lower right)  
 brush and india ink on paper  
 24.7 x 31.7cm (9 3/4 x 12 1/2in).  
 Executed circa 1937

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

The comite Cocteau have confirmed the authenticity of this work.

**Provenance**

Galerie Bert, Paris.  
 Private collection, UK. Acquired from the above in 2016.



179

179

**JULES PASCIN (FRENCH, 1885-1930)**

*Tête de femme*  
 signed 'Pascin' (lower right); stamped with atelier stamp (lower left)  
 oil on paper laid to board  
 25.7 x 20.3cm (10 1/8 x 8in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,500 - 3,800**

This work is accompanied by a certificate of authenticity from Frode Krohg dated 7 February 2008.

**Provenance**

The collection of Guy Krohg.  
 Private collection, France.



180



181

180 AR

**PAUL ÉMILE PISSARRO (FRENCH, 1884-1972)**

Landscape with cattle watering  
signed 'Paulémile.Pissarro' (lower right)  
oil on canvas  
46.3 x 55.2cm (18 1/4 x 21 3/4in).

**£3,000 - 5,000**  
**€3,400 - 5,600**  
**US\$3,800 - 6,300**

The authenticity of this work has kindly been confirmed by Madame Lélia Pissarro and will be included in the forthcoming Paul-Émile Pissarro *catalogue raisonné*.

The figure depicted in the work was known as *La Mère Fouque*, before becoming Mme Olivier after marrying. She lived on the opposite bank of the river to the artist.

181 AR

**PAUL ÉMILE PISSARRO (FRENCH, 1884-1972)**

*Rivière en la forêt*  
signed 'Paulémile.Pissarro' (lower left); signed and titled (on stretcher verso)  
oil on canvas  
61 x 46.3cm (24 x 18 1/4in).

**£2,500 - 3,500**  
**€2,800 - 3,900**  
**US\$3,200 - 4,400**

The authenticity of this work has kindly been confirmed by Madame Lélia Pissarro and will be included in the forthcoming Paul-Émile Pissarro *catalogue raisonné*.



182



183

182 AR

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

*Scène de rue en printemps*  
signed 'Antoine Blanchard' (lower right)  
oil on canvas  
45.7 x 55.3cm (18 x 21 3/4in).

£5,000 - 7,000  
€5,600 - 7,900  
US\$6,300 - 8,900

183 AR

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

*Scène de rue en hiver*  
signed 'Antoine Blanchard' (lower right)  
oil on canvas  
45.7 x 55.3cm (18 x 21 3/4in).

£5,000 - 7,000  
€5,600 - 7,900  
US\$6,300 - 8,900

**Provenance**

E. Stacy Marks Ltd., Eastbourne.  
Burlington Paintings Ltd., London.



184



185

184 AR

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

*Eze et la Cap Ferrat*  
signed 'G.Deschamps' (lower right)  
oil on canvas  
73 x 92cm (28 3/4 x 36 1/4in).

£3,000 - 5,000  
€3,400 - 5,600  
US\$3,800 - 6,300

**Provenance**

Frost & Reed Ltd., London, no. 54311.  
Private collection, France.

185 AR

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

*Moulin à huile dans la campagne de Grasse*  
signed 'G.Deschamps' (lower left and lower right); inscribed with title  
(on the reverse)  
oil on canvas  
73 x 92cm (28 3/4 x 36 1/4in).

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

**Provenance**

Frost & Reed Ltd., London, no. 54312.  
Private collection, France.



186

186 AR

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

*Bastide á Speracedes, campagne de Grasse*

signed 'G. Deschamps' (lower left)

oil on canvas

46 x 55.2cm (18 1/8 x 21 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

187 AR

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

*Beaulieu, Cotes d'Azur*

signed 'G. Deschamps' (lower right)

oil on canvas

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

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



187



188



189

188 AR

**MARCEL DYF (1899-1985)**

*Promenade dans les blés*  
signed 'Dyf' (lower right)  
oil on canvas  
60.3 x 73cm (23 3/4 x 28 3/4in).  
Painted in 1975

**£5,000 - 7,000**  
**€5,600 - 7,900**  
**US\$6,300 - 8,900**

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 3892.

189 AR

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

*Cale du Logéo (Marine en Bretagne)*  
signed 'Dyf' (lower left)  
oil on canvas  
45.7 x 53.3cm (18 x 21in).  
Painted in 1982

**£3,000 - 5,000**  
**€3,400 - 5,600**  
**US\$3,800 - 6,300**

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 2890.

190 AR

**MARCEL DYF (1899-1985)**

*Claudine au bouquet*  
signed 'Dyf' (lower right)  
oil on canvas  
73 x 60.3cm (28 3/4 x 23 3/4in).  
Painted in 1965

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,100 - 7,600

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 1871.

**Provenance**

Frost & Reed Ltd., London.



190

191 AR

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

*Jeune femme Gitane*  
signed 'Dyf' (lower left)  
oil on canvas  
55.5 x 46.3cm (21 7/8 x 18 1/4in).  
Painted in 1950

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,800

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 5206.

**Provenance**

Frost & Reed Ltd., London.



191



192



193

192 AR

**MARCEL DYF (1899-1985)**

*Nature morte aux tres poires*

signed 'Dyf' (lower right)

oil on canvas

73.7 x 92cm (29 x 36 1/4in).

Painted in 1934

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf. It is registered in the e-catalogue of Marcel Dyf's work under no. 5148.

193 AR

**PAUL AIZPIRI (FRENCH, 1919-2016)**

*Still life of flowers*

signed 'Aizpiri' (lower left)

oil on canvas

64.7 x 54cm (25 1/2 x 21 1/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

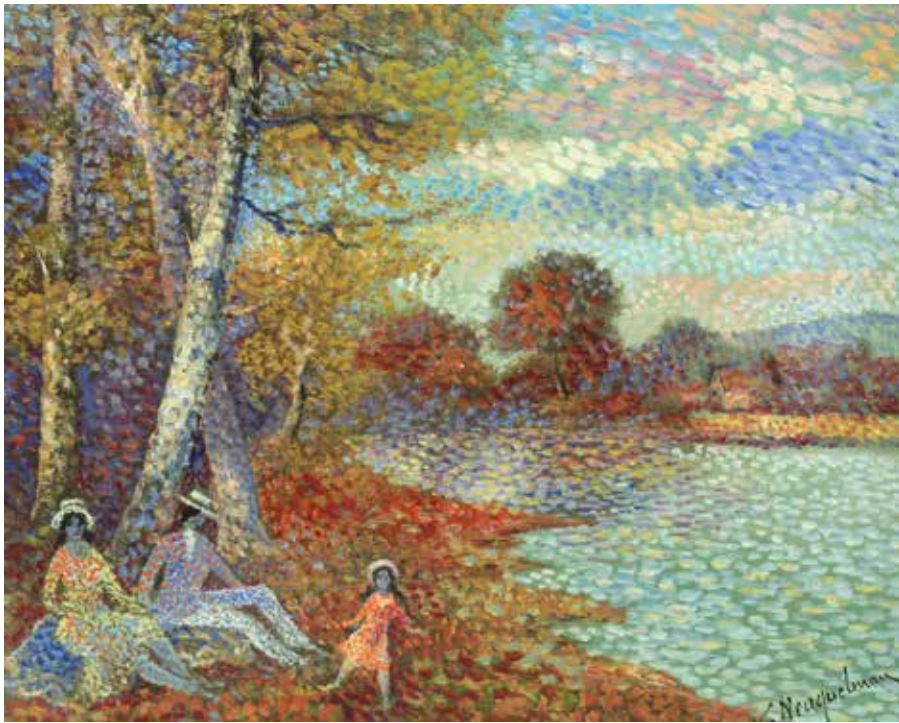
The authenticity of this work has kindly been confirmed by the Association Paul Aizpiri.

**Provenance**

Ohana Gallery, London, no. X 169.

Private collection UK.





194



195

194 AR

**LUCIEN NEUQUELMAN (FRENCH, 1909-1988)**

*Couple et la fillette repos près du lac*  
signed 'L.Neuquelman' (lower right); signed and titled (on the reverse)  
oil on canvas  
33 x 40.6cm (13 x 16in).

£800 - 1,200  
€900 - 1,400  
US\$1,000 - 1,500

195 AR

**LUCIEN NEUQUELMAN (FRENCH, 1909-1988)**

*'La côte et l'île d'or'*  
signed 'L.Neuquelman' (lower right); signed and titled (on label affixed to the reverse)  
oil on canvas  
45.7 x 64.7cm (18 x 25 1/2in).

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



196

196 AR

**ROBERT MARC (FRENCH, 1943-1993)**

*Composition Ovale*

signed 'ROBERT MARC' (lower centre)

oil on board

112.4 x 92.1cm (44 1/4 x 36 1/4in).

Painted in 1989

£2,500 - 3,500

€2,800 - 3,900

US\$3,200 - 4,400

Annie Fromentin-Sangnier has confirmed the authenticity of this work and it will be included in the forthcoming Robert Marc *catalogue raisonné* under number H622.

**Provenance**

Anon. sale, Hôtel Drouot, Paris, 5 July 2010, lot 281.

Anon. sale, Christie's, New York, 9 March 2011, lot 95.

Private collection, UK. Purchased from the above sale.



197

197

**KAREL CAPEK (CZECH, 1890-1938)**

*Composition with guitar*

signed with initials and dated 'K.C 19' (lower right)

collage, gouache and black chalk on paper

40 x 27cm (15 3/4 x 10 5/8in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,200 - 4,400

**Provenance**

Auguste and Therese Labbe, Marseille.

Private collection, UK. Purchased from the above in 2009.

**END OF SALE**

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

Midsummer

oil on canvas

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

£12,000 - 18,000 \*

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# Bonhams

AUCTIONEERS SINCE 1793



## Modern British and Irish Art

Montpelier Street, London | 3 July 2019

### ENQUIRIES

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### MARY FEDDEN R.A. (BRITISH, 1915-2012)

*The Peeled Orange*  
signed and dated 'Fedden 1961' (lower right)  
oil on canvas  
76 x 61cm (29 1/5/16 x 24in)  
**£15,000 - 20,000 \***

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams*' reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

#### **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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 in which 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our Sales.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

### Bidding in person

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

### Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

*Bonhams* will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

### Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

**You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.**

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

## 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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*  
25% of the *Hammer Price* above £2,500 and up to £300,000  
20% of the *Hammer Price* above £300,000 and up to £3,000,000  
13.9% of the *Hammer Price* above £3,000,000

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:

**Stirling 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 issued in the name of the Buyer (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 issued in the name of the Buyer (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.**

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the Sale of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such Sale would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or be detrimental to *Bonhams'* reputation.

## 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 licensing 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 Licensing  
Floor 1, Zone 17, Temple Quay House  
2 The Square, Temple Quay  
BRISTOL BS1 6EB  
Tel: +44 (0) 117 372 8774  
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the *Lot*.

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any Sale in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

### Condition of Firearms

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

### Original Gun Specifications Derived from Gunmakers

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

### Licensing Requirements

#### Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

### Taxidermy and Related Items

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

#### Examining the wines

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

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

#### Corks and Ullages

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

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

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

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

#### Bottling Details and Case Terms

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

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

#### SYMBOLS

##### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

## 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

	<p>the <i>Catalogue</i> which is not printed in bold letters, the remainder of which <i>Entry</i> merely sets out (on the <i>Seller's</i> behalf) <i>Bonhams'</i> opinion about the <i>Lot</i> and which is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i>, whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or <i>Bonhams</i> and whether made prior to or during the <i>Sale</i>, is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.</p>	<p>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;</p> <p>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;</p>
<p>3.2 Except as provided in paragraph 2.1.5, the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been <i>Bonhams</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i>.</p>	<p>7 <b>COLLECTION OF THE LOT</b></p> <p>7.1 Unless otherwise agreed in writing with you by <i>Bonhams</i>, the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i>.</p> <p>7.2 The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i>.</p>	<p>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;</p> <p>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;</p>
<p>4 <b>FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</b></p> <p>4.1 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p> <p>4.2 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p>	<p>7.3 You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers'</i> agreement set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.</p> <p>7.4 You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.</p> <p>7.5 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>8.1.9 to retain possession of, and on three months' 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</p> <p>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.</p>
<p>5 <b>RISK, PROPERTY AND TITLE</b></p> <p>5.1 Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i>, with whom you have separate contract(s) as <i>Buyer</i>. You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.</p>	<p>7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i>. All such sums due to the <i>Seller</i> will be payable on demand.</p> <p>8 <b>FAILURE TO PAY FOR THE LOT</b></p>	<p>8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses 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.</p>
<p>5.2 Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i>.</p>	<p>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):</p>	<p>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.</p>
<p>6 <b>PAYMENT</b></p> <p>6.1 Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>6.2 Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i>. Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by</p>	<p>8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;</p> <p>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;</p> <p>8.1.3 to retain possession of the <i>Lot</i>;</p> <p>8.1.4 to remove and store the <i>Lot</i> at your expense;</p>	<p>9 <b>THE SELLER'S LIABILITY</b></p> <p>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>.</p> <p>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</p>

that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;

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

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

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

## 10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

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

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial

cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

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

## 11 GOVERNING LAW

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

## APPENDIX 2

### BUYER'S AGREEMENT WITH BONHAMS

**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	<b>PERFORMANCE OF THE CONTRACT FOR SALE</b>	or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.	
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		
3	<b>PAYMENT AND BUYER WARRANTIES</b>		
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	3.10	Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;	3.10.1	you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.2	your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
3.1.3	if the <i>Lot</i> is marked [AR], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i> .	3.10.3	funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.4	items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.10.5	that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
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.	3.11	We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i> .	4	<b>COLLECTION OF THE LOT</b>
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11 we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .	4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.		
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion		
		4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .
		4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .
		4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
		4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i> ), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
		5	<b>STORING THE LOT</b>
			We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i> ) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i> ). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> ) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
		6	<b>RESPONSIBILITY FOR THE LOT</b>
		6.1	Title (ownership) in the <i>Lot</i> pass to you on payment of the <i>Purchase Price</i> to us in full in cleared funds, although we reserve the right not to release the <i>Lot</i> to you until our investigations have been completed to our satisfaction under paragraph 3.11.
		6.2	Please note that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
		7	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>
		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 unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):

7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	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;				
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;	<b>8</b>	<b>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> .
7.1.5	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	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>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	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11	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> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.2	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</b>	<b>FORGERIES</b>	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		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		

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

"**Bidder**" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"New Bond Street"** means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

**"Purchase Price"** the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

**"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

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

**"Sale Proceeds"** the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

**"Seller"** the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the *Conditions of Business* by the words "you" and "your".

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

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

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

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

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

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

**"Trust Account"** the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

**"VAT"** value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

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

## GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

**"artist's resale right"**: the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the *Artists Resale Right Regulations 2006*.

**"bailee"**: a person to whom goods are entrusted.

**"indemnity"**: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "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."

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---

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# Bonhams Global Network

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Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

# Bonhams

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

### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

Would you like to receive information from us by email?  or post

### Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Sale title: British and European Art		Sale date: 10 July 2019													
Sale no. 25376		Sale venue: Knightsbridge													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p><b>General Bid Increments:</b></p> <table border="0"> <tr> <td>£10 - 200 .....by 10s</td> <td>£10,000 - 20,000 .....by 1,000s</td> </tr> <tr> <td>£200 - 500 .....by 20 / 50 / 80s</td> <td>£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000 .....by 50s</td> <td>£50,000 - 100,000 .....by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000 .....by 100s</td> <td>£100,000 - 200,000 .....by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000 .....by 200 / 500 / 800s</td> <td>above £200,000 .....at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000 .....by 500s</td> <td></td> </tr> </table> <p><b>The auctioneer has discretion to split any bid at any time.</b></p>				£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s	£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s	£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s	£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s	£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion	£5,000 - 10,000 .....by 500s	
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£5,000 - 10,000 .....by 500s															
Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>													

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

<b>FOR WINE SALES ONLY</b>	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

<b>BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.</b>	
Your signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

**NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.**

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.





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