BRITISH AND EUROPEAN ART

Tuesday 31 March 2015 Knightsbridge, London

Bonhams



PART I: VICTORIAN & BRITISH IMPRESSIONIST ART

Tuesday 31 March 2015 at 11.00 Knightsbridge, London

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

Tuesday 31 March 2015 at 14.00 Knightsbridge, London

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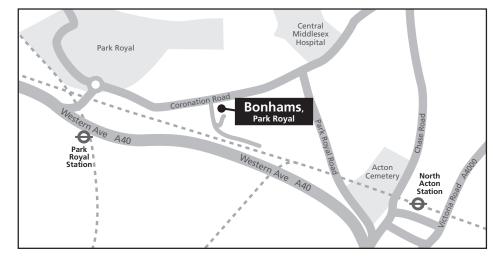
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t VAT 20% on hammer price and buyer's premium

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PART I: VICTORIAN & BRITISH IMPRESSIONIST ART Tuesday 31 March 2015 at 11.00

Lots 1 - 172





1 AR

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

Birdham Mill and Yacht Basin signed 'W Russell Flint' (lower right) watercolour 26 x 38cm (10 1/4 x 14 15/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

2 AR

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

The Isle of Eigg from Arisaig Bay signed and inscribed 'from W Russell Flint to Harold Corri Mann' (lower right) watercolour $25 \times 40cm$ (9 13/16 x 15 3/4in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100



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4

 $_3^{\rm AR}$

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

A woman seated on the shore signed 'W.Russell Flint-' (lower left) watercolour 26 x 38cm (10 1/4 x 14 15/16in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

$_4$ AR

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

On the Road to Ramatuelle, Provence signed 'W.Russell Flint-' (lower right) watercolour 26 x 40.5cm (10 1/4 x 15 15/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance

with Ian MacNicol Fine Art Dealer, Glasgow. with Frost & Reed, London, no. D 8690. Private Collection, UK.





5^{AR}

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

signed 'WRussellFlint' (lower right) and inscribed with the title and 'The cliff was drawn from/Punta Sant Andrea, Sicily' (lower rigth) pencil

sheet 10.6 x 14cm (4 3/16 x 5 1/2in).

Sold together with the etching of the drawing listed above; *plate size* 6 x 8.6cm, signed in pencil and inscribed 'Diana (lotplate).(Etching)/I am certain no other impression was taken/My first and only etching - pre 1914. signed 5.9.53'

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

 6^{AR}

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

'Ront and revel on every side' 28.2 x 22.5 cm signed, inscribed and dated 'W.RUSSELL FLINT ROME/MCMXIII' (lower right) and signed, dated and inscribed (on the reverse) watercolour 28.3 x 22.6cm (11 1/8 x 8 7/8in).

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

Provenance Sale, Christie's London, 2 March 1979, lot 33.





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

'The Eel Fisher' signed 'W. RUSSELL FLINT-' (lower right), further signed and inscribed 'The Eel Fisher/W Russell Flint' (on a label attached to the backboard) watercolour $49.5 \times 67cm$ (19 1/2 x 26 3/8in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

Provenance with The Fine Art Society, London. Private Collection, UK.





9

9

8 CHARLES ERNEST BUTLER (BRITISH, 1864-1918)

'The Incoming Tide' signed and dated 'C. E. BUTLER/28' (lower right) and signed and inscribed with the title (on a label attached to frame, on the reverse) oil on board 24.2 x 38.1cm (9 1/2 x 15in).

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

Provenance Acquired directly from the artist. Thence by descent.

CHARLES ERNEST BUTLER (BRITISH, 1864-1918)

The Cornish coast signed and dated 'C. E. BUTLER/26' (lower right) oil on board 25.4 x 35.6cm (10 x 14in).

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

Provenance Acquired directly from the artist. Thence by descent.





10 CHARLES ERNEST BUTLER (BRITISH, 1864-1918)

'Sunset on the Tillingbourne, Abinger Hammer, Surrey' signed and dated 'C. E. BUTLER/16' (lower right) and signed and inscribed with the title (on a label attached to the reverse) oil on canvas board 38.1 x 50.8cm (15 x 20in).

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

Provenance Acquired directly from the artist. Thence by descent.

11 CHARLES ERNEST BUTLER (BRITISH, 1864-1918)

'The River Wye and Forest of Dean' signed and dated 'C. E. BUTLER/27' (lower left) and signed and inscribed with the title (on a label attached to the frame, on the reverse) oil on board 30.5×47 cm ($12 \times 18 \ 1/2$ in).

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

Provenance Acquired directly from the artist. Thence by descent.





13



12

HENRY H. PARKER (BRITISH, 1858-1930)

Cattle watering beside a farm signed 'Henry H Parker' (lower right) and signed (on the reverse) oil on canvas 59.5 x 90cm (23 7/16 x 35 7/16in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

13

HENRY H. PARKER (BRITISH, 1858-1930) In the fields

signed 'Henry.H.Parker' (lower right), signed and numbered 'Henry.H.Parker/282.' (on the reverse) oil on canvas 29.5 x 44cm (11 5/8 x 17 5/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

14

JAMES CHARLES (BRITISH, 1851-1906) The Hayfield signed 'JCharles' (lower right) oil on canvas 71.1 x 97.8cm (28 x 38 1/2in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600



15

SIR DAVID MURRAY (SCOTTISH, 1849-1933)

Picnic at The Farm signed and dated 'David Murray 1903' (lower right) oil on canvas 45.7 x 61cm (18 x 24in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

16

WILLIAM KAY BLACKLOCK (BRITISH 1872-1924)

'Stacking the corn' inscribed with signature and date 'W KAY BLACKLOCK/1908' (lower right) and signed and inscribed with title (on the reverse) oil on canvas board $32.4 \times 24.7 cm$ ($12 \ 3/4 \times 9 \ 3/4 in$).

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







17 J VIVIAN (BRITISH, 19TH CENTURY)

The Rialto Bridge signed 'J Vivian' (lower left) oil on canvas 60.9 x 106.7cm (24 x 42in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

with Christopher Wood, London, no. P.2257. Sale, Sotheby's London, 3 October 1984, lot 3. Private Collection, UK.

18 ^W **ENGLISH SCHOOL, 19TH CENTURY** A panoramic view of Venice oil on canvas 91 x 153cm (35 13/16 x 60 1/4in).

£8,000 - 12,000 €11,000 - 16,000 US\$12,000 - 18,000





20

19

EDWARD ANGELO GOODALL, RWS (BRITISH 1819-1908)

A view of the Grand Canal, Venice signed and dated 'A E Goodall/1882' (lower right) watercolour 58.5 x 106.7cm (23 1/16 x 42in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

JOHN EDMUND BUCKLEY (BRITISH, 1824-1876)

Off to the ball, Venice signed 'J E BUCKLEY' (lower right) watercolour 34.3 x 60.9cm (13 1/2 x 24in).

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





21

JAMES BAKER PYNE (BRITISH, 1800-1870)

A Saint's Day, Venice signed and dated 'J B PYNE 1847' (lower right) oil on canvas 46 x 61cm (18 1/8 x 24in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance

Sale, Phillips London, 20 June 1995, lot 50.

22

ALFRED POLLENTINE (BRITISH, 1836-1890)

'The Grand Canal, Venice'; 'The Palace Pisani', a pair both signed 'APollentine' (lower right) and both signed and inscribed (on the reverse) oil on canvas *each 53 x 43cm (20 7/8 x 16 15/16in).(2)*

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





each 22.5 x 18cm (8 7/8 x 7 1/16 in).(2)

EDWARD PRITCHETT (BRITISH, 1828-1864)

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

23

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

The Piazzetta, Venice, a pair





24

EDITH CORBET (BRITISH, 1846-1920) 'On the wash near Pisa'

signed and titled 'Mrs Arthur Murch' (on an artist's label attached to the frame verso) oil on board 21.6 x 66cm (8 1/2 x 26in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Edith Edenborough was born in New South Wales, Australia, and moved to Rome with her first husband, the Victorian painter and engraver, Arthur Murch. It was in Italy at this period that the recently married Edith Murch painted with Giovanni Costa (1826-1903), the great friend and associate of Frederic Lord Leighton (1830-1896) and the father figure of the Etruscans, a group of en plein air influenced painters active in Tuscany during the latter half of the nineteenth century. Following the death of her first husband Edith married Matthew Ridley Corbet (1850-1902), a neoclassical painter associated with the Etruscans. Edith Corbet exhibited widely at the New Gallery, Grosvenor Gallery and the Royal Academy and the present lot represents a particularly charming example of the artists' oeuvre.

25

WILLIAM SIMPSON (BRITISH, 1823-1899) Fujiyama, Japan

signed and dated 'Wm Simpson/1889' (lower right) and inscribed 'Fujiyama' (lower left) watercolour heightened with white $37 \times 27.5 cm (14 \ 1/2 \times 10 \ 13/16 in)$.

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

26 ^{AR} SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)

'Stamboul' signed with initials, inscribed and dated 'Stamboul 90 FB' (lower right) oil on canvas 32 x 44cm (12 5/8 x 17 5/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance

with The Fine Art Society Ltd., London, 1945. Private collection, UK.

Literature

Dr. Libby Horner, Frank Brangwyn Catalogue Raisonne, O4978

During 1890, Brangwyn travelled to Turkey and Romania with the Golden Horn, Black Sea, Scutari and Ibrail all providing inspiration to works of that date. This present lot is not mentioned in Vincent Galloway's 1962 book The Oil and Mural Paintings of Sir Frank Brangwyn, however the book is not definitive and the inscription, composition, brushwork and colours, as well as the bravery of the large unmarked sandy coloured square in the foreground, the architectural detail of the buildings, the stance of the figures which dissolve into mere fragments of colour on close inspection, all testify to the artist's hand. Some parts of the canvas have been left unpainted, which although more unusual in his oils, is a trait often found in the artist's watercolours.

The frame is Brangwyn's favoured Flemish design which was probably made by his preferred framer Alfred Stiles. If the frame is contemporary with the painting it would suggest that the artist regarded the present lot as one of his better works.

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

27

PAUL H. ELLIS (BRITISH, EXH. 1871-1908)

'Sundown. Arab Card Players, Southern Tunisia'

strengthened signature 'Paul H. Ellis' (lower left), indistinctly inscribed with title and signed 'Paul H. Ellis' (on a label verso) oil on canvas 55.9 x 76.2cm (22 x 30in).

£1,000 - 2,000 €1,400 - 2,700 US\$1,500 - 3,100



26







28 EDWARD LEAR (BRITISH, 1812-1888)

Lago d'Isles, Lombardy, Italy inscribed with the title (lower left), numbered '151' (lower right) and bears the John Peter Cochrance collection stamp (on the mount inside, lower left) brown ink and watercolour $16.5 \times 22.8 cm$ (6 $1/2 \times 9in$).

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

Provenance

From the collection of John Peter Cochrane. Thence by descent.

Following an extensive trip to the Holy Land in 1867 Lear headed to Lombardy in Northern Italy and spent a month travelling through the Italian lakes. This small study most likely dates from the end of May 1867.

29

EDWARD LEAR (BRITISH, 1812-1888)

A view of Monte Libro-Aperto, near Abetone, Italy inscribed '9.30-10. AM/Abetone 20 August 1883' (lower right), further inscribed 'Monte Libro-aperto/1900 metres/over 6000 feet' (lower left), some further colour notes pen, ink and watercolour *32.5 x 50.5cm (12 13/16 x 19 7/8in)*.

£3,000 - 4,000 €4,100 - 5,400 US\$4,600 - 6,200

Provenance Private Collection, UK.



30

EDWARD LEAR (BRITISH, 1812-1888)

A view of Cannes signed with monogram and dated '1882' (lower right) and inscribed 'Cannes' (lower left) watercolour and gum arabic 16.5 x 26cm (6 1/2 x 10 1/4in). Sold together with a letter from the artist.

£6,000 - 8,000 €8,100 - 11,000 US\$9,200 - 12,000

Provenance

Commissioned by Reverend Carus Selwyn, Liverpool. Thence by descent.

The present lot is sold together with a letter written by Lear from his Villa in San Remo and dated 8 November 1883. The letter is headed Villa Tennyson, named after Lear's dear friend Emily Tennyson, the wife of Alfred Lord Tennyson. The letter is addressed to the Rev. Carus Selwyn, Headmaster of Liverpool College and a good friend. In it Lear congratulates Rev. Selwyn on his recent engagement commenting that 'she must be a thundering nice girl'. Lear concludes his letter in a typically nonsensical and lyrical tone 'I must stop, as the old watch said when the Beetle got inside its wheels[...]/Yours affectionately/ Edward Lear'

Lear visited Cannes on a number of occasions from where he made expeditions into the hills; he and his servant Giorgio would leave Cannes early in the morning, and he would spend the day drawing and taking notes. The present lot is a beautiful example of Lear's powers not just as a watercolourist and draughtsman but also his ability to convey the sweeping grandeur and brilliant colours of the Mediterranean landscape.









31 AUGUSTUS EDWIN MULREADY (BRITISH, 1844-1905)

'A Christmas Carol' signed and dated 'A.E.Mulready/1885' (lower left), signed, dated, titled and inscribed (on the stretcher) oil on canvas 93 x 60cm (36 5/8 x 23 5/8in).

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

32 WILLIAM MULREADY, RA (BRITISH, 1786-1863)

Study for 'Crossing the ford' oil and pencil on canvas laid to board $55 \times 40cm$ (21 5/8 x 15 3/4in).

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

The present lot is a study of Mulready's Royal Academy exhibit of 1842, (23 7/8 x 19 3/4in.) now in the collections of the Tate Britain, London.





34

33 DAVID ROBERTS, RA (BRITISH, 1796-1864)

'Back of the Zacatin, Granada' signed 'David Roberts.R.A.' (lower left) and inscribed and dated 'Back of the Zacatin/GRANADA 1833' (lower left) watercolour over pencil *33 x 22.8cm (13 x 9in).*

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

Provenance

with Stephen Garratt Fine Paintings, London. Private collection, UK.

34 DAVID ROBERTS, RA (BRITISH, 1796-1864)

Cathedral of Angouleme signed and dated 'David Roberts. RA. 1859' (lower rigt) oil on canvas 55.9 x 43.2cm (22 x 17in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

Provenance

with Agnew & Sons, London. Sale, Christie's London, 6 February 1909, lot 87, sold for £7-17-6. Thence by descent.









35 WILLIAM POWELL FRITH, RA (BRITISH, 1819-1909) Meditation signed 'W.P Frith' (lower right) oil on canvas 35.5 x 30.5cm (14 x 12in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

36

LIONEL CHARLES HENLEY (BRITISH, BORN CIRCA 1843-1893)

Gentleman playing a flute; Lady playing a guitar, a pair both signed and dated 'L. C. Henley 1888' (lower right) oil on canvas $each 54 \times 34cm$ (21 1/4 x 13 3/8in).(2)

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

37 W

ENGLISH SCHOOL, 19TH CENTURY

Portrait of Emma, wife of Revd. George Hunt together with their eldest son George Ward Hunt (1825-1877), later Chancellor of the Exchequer oil on canvas

107 x 85cm (42 1/8 x 33 7/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

George Ward Hunt (30 July 1825 – 29 July 1877), pictured as a young boy in the present lot, was a British Conservative Party politician and statesman, Chancellor of the Exchequer and First Lord of the Admiralty to Benjamin Disraeli. It is reputed that when Hunt presented his first and only Budget speech to parliament he left the Chancellor's Red Box at home. This is said to be the start of the tradition that, when a Chancellor leaves for the House of Commons on Budget Day, he shows the assembled crowd the box by holding it aloft.



38 W

ATTRIBUTED TO CHRISTINA ROBERTSON (BRITISH, 1796-1854)

Portrait of Mrs Mary Milnes Gaskell oil on canvas, framed in an arch top 101.6 x 127cm (40 x 50in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

Provenance

Sale, Christie's South Kensington, 12 September 1979, lot 179. The Milnes Gaskell family of Thornes House, Wakefield. Thence by descent.

Exhibited

Heaton Hall, Manchester City Art Galleries.

39

HENRY JOHN YEEND KING (BRITISH, 1855-1924)

A country courtship signed 'YEEND KING' (lower right) oil on canvas 86.4 x 61cm (34 x 24in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600







41

40 * HENRY PERLEE PARKER (BRITISH, 1795-1873) Pitman at play

Pitman at play signed and dater 'HP Parker Pinxit/1838' (lower right) oil on canvas 76.2 x 63.5cm (30 x 25in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance with David Messum Fine Art, London.

41

RICHARD CATON WOODVILLE (BRITISH, 1856-1927)

British Dragoon charge signed and dated 'R.Caton Woodville./1894.' (lower left) oil on canvas 51 x 36cm (20 1/16 x 14 3/16in).

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



42 AR

1955)

 $_{43}$ AR

1955)

oil on canvas

£3,500 - 5,000 €4,700 - 6,800 US\$5,400 - 7,700

Plotting the course

oil on canvas

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

MARGARET DOVASTON (BRITISH, 1884-

MARGARET DOVASTON (BRITISH, 1884-

Setting the boundary signed 'M. Dovaston' (lower right)

signed 'M. Dovaston' (lower right)

51 x 69cm (20 1/16 x 27 3/16in).

45.7 x 63.5cm (18 x 25in).











46

44

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

signed and indistinctly dated 'KILBURNE 187?' (lower right) oil on canvas laid to board 60 x 44.5cm (23 5/8 x 17 1/2in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

45 GEORGE GOODWIN KILBURNE, RI, RBA (BRITISH, 1839-1924) A treat

signed and dated 'KILBURNE/1871' (lower left) watercolour and bodycolour 33.5 x 26cm (13 3/16 x 10 1/4in).

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

46

WILLIAM HOLMES SULLIVAN (BRITISH, 1870-1908)

'Expectation - He is coming!' signed and dated 'W H Sullivan/1886' (lower left) and inscribed with the title, signed and dated (on the reverse) oil on canvas 76.2 x 55.9cm (30 x 22in).

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

The present lot is inscribed on the reverse with the first stanza of the Thomas Moore (1779-1852) poem 'Oh, Could We Do With This World of Ours':

'Oh, could we do with this world of ours As thou dost with thy garden bowers, Reject the weeds and keep the flowers, What a heaven on earth we'd make it!'





47 WILLIAM CLARKE WONTNER (BRITISH, 1857-1930)

Portrait of Mrs Mary Milnes Gaskell signed and dated 'W.Wontner/1899' (lower right) oil on canvas 91.7 x 71.4cm (36 1/8 x 28 1/8in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance

The Milnes Gaskell family of Thornes House, Wakefield and thence by descent.

Exhibited

Heaton Hall, Manchester City Art Galleries.

48

FLORENCE MARTIN (BRITISH, ACTIVE 1876-1892)

A breath of fresh air signed 'F Martin' (lower right) oil on canvas 76.2 x 50.8cm (30 x 20in).

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

 49^{AR}

PHILIP CONNARD (BRITISH, 1875-1958)

Georgina and the Budgerigars signed 'PHILIP CONNARD' (lower right), inscribed with the artist's address (on a label attached to the frame verso) oil on canvas 76 x 64cm (29 15/16 x 25 3/16in).

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

Literature Royal Academy Illustrated, London, 1934, p.63.

Exhibited

London, Royal Academy, 1934, no. 87. London, R.A. Galleries, New English Art Club, *98th Exhibition*, Feb-Mar 1946, no.23.











50 JOHN LINNELL (BRITISH, 1792-1882)

Portrait of a gentleman, thought to be Sir Robert Peel oil on panel *46 x 37.5cm (18 1/8 x 14 3/4in).*

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

51

HENRY RICHARD GRAVES (BRITISH, 1818-1882) Portrait of Sir Charles Du Cane signed with monogram and dated '1868' (lower left) oil on canvas

111.8 x 88cm (44 x 34 5/8in).

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

Sir Charles Du Cane was MP for Maldon in Essex and later the 3rd Governor of Tasmania from 1869-1874.

52

ARTHUR BOYD HOUGHTON (BRITISH, 1836-1875)

Jack in the box signed 'A.B.Houghton' (lower right) oil on canvas 76.2 x 63.5cm (30 x 25in). To be sold together with a portrait of of the artist's Father by the same hand.(2)

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

^{53 W} WILLIAM HENRY MIDWOOD (BRITISH, ACTIVE 1867-1871)

A country peddler indistinctly signed (lower left) oil on canvas 83.8 x 127cm (33 x 50in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

54

FREDERICK GEORGE PASMORE (BRITISH, ACTIVE 1875-1884)

The recital signed 'F Pasmore' (lower left) oil on canvas 30.5 x 40.6cm (12 x 16in).

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

55 ROBERT ALEXANDER HILLINGFORD (BRITISH, 1828-1904)

Charles X of Sweden after the Battle of Pultova

signed 'R. Hillingford' (lower right) and inscribed 'Charles X ** Sweden/after the B****e of Pultova/"Twas after dread Pultovas day"/"When fortune left the Royal Swede"/"The wounded Charles was forced to flee"/------- Surrounded by the faithful few"/-------Let none despond let none despair/"Tomorrow the Borysthenes may see our coursers/graze at ease/"Upon ***** Wish *******' (on a fragmented label attached to the stretcher verso) oil on canvas 50.8 x 76.2cm (20 x 30in).

£1,500 - 2,500 €2,000 - 3,400 US\$2,300 - 3,800













57



56 CHARLES HUNT (BRITISH, 1829-1900) In the dock

signed with initials and dated 'CH/77' (lower right) oil on canvas 45.7 x 60.9cm (18 x 24in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

57

CHARLES HUNT (BRITISH, 1829-1900) Courtship signed and dated 'C. HUNT. 94' (lower right) oil on canvas 50.8 x 76.2cm (20 x 30in).

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

58

CHARLES HUNT (BRITISH, 1829-1900)

'O You April Fool' signed and dated 'C. Hunt/92' (lower right) oil on canvas 40.7 x 55.9cm (16 x 22in).

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





59

CHARLES HUNT (BRITISH, 1829-1900)

The puppet show signed and dated 'C HUNT 86' (lower right) oil on board $30.5 \times 25.4 cm$ (12 x 10in).

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

60

CHARLES HUNT (BRITISH, 1829-1900)

Dressed to impress signed and dated 'C. Hunt./98' (lower right) oil on canvas 91.4 x 71.1cm (36 x 28in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

61 CHARLES HUNT (BRITISH, 1829-1900)

Waiting at the level crossing signed and dated 'C. Hunt./80' (lower right) oil on canvas *45.7 x 60.9cm (18 x 24in).*

£1,000 - 1,500 €1,400 - 2,000 US\$1,500 - 2,300 60







62 W

CIRCLE OF WILLIAM DE MORGAN (BRITISH, 1839-1917)

Queen and pageboy watercolour with bodycolour, pastel, pen and ink over traces of pencil on paper laid down on canvas 186 x 94cm (73 1/4 x 37in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance Private collection, Italy.

63

63 W

CIRCLE OF WILLIAM DE MORGAN (BRITISH, 1839-1917)

Study of a draped female figure holding a book pastel, pen, ink and watercolour over traces of pencil on paper laid down on canvas 207.5 x 95cm (81 11/16 x 37 3/8in).

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

Provenance Private collection, Italy.







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64 ^W

AFTER EVELYN DE MORGAN

Design for 'Victoria Dolorosa' charcoal and chalks over traces of pencil 199.5 x 128.5cm (78 9/16 x 50 9/16in).

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

Provenance

Private collection, Italy.

An oil painting of the same subject by Evelyn de Morgan, formerly part of the De Morgan Foundation collection, was destroyed in a fire in October 1991 whilst in storage in an art warehouse. There is also a pen and ink version at Leighton House Museum.

65

SIMEON SOLOMON (1840-1905)

'The Greek Ships' dated '1896' and bears signature (lower right) pencil *34 x 18.5cm (13 3/8 x 7 5/16in).*

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

with Abbot & Holder, London. Private Collection, UK.

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

Awaiting his return signed 'W H MARGETSON' (lower right) watercolour 60 x 36.5cm (23 5/8 x 14 3/8in).

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





67 ALFRED EDWARD EMSLIE, ARWS (BRITISH, 1848-1918)

Christ with his disciples in a garden of flowers signed 'A.E.Emslie' (lower left) watercolor and bodycolour 55.9 x 78.7cm (22 x 31in).

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

68

HENRY MEYNELL RHEAM (BRITISH, 1859-1920)

'Flames'

signed with monogram and dated '1905' (upper left), signed and inscribed 'Flames/ Henry M Rheam RI./Newlyn Penzance/30' (on a label attached to the backboard) watercolour and bodycolour over traces of pencil *44.4 x 52cm (17 1/2 x 20 1/2in).* Held in an original frame.

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

Provenance

with Galerie von Abercron, Munich, no. 1900/151. Sale, Christie's London, 5 July 2006, lot 661. Private Collection, UK.

Exhibited

London, Royal Institute of Painters in Water Colours, 1905., no.3. Penzance, Penlee House Gallery & Museum, *Poems, Plays & Fairytales*, 15 June-7 September 2013.





70





69 HENRY JOHN STOCK, RI ROI (BRITISH, 1853-1930)

Spring drawing away Winter dated and signed '1929/H.J.STOCK' (lower left) watercolour 38.1 x 45.7cm (15 x 18in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance

The artist's family.

70

HENRY JOHN STOCK, RI ROI (BRITISH, 1853-1930)

Autumn signed 'H J STOCK' (lower left) watercolour 38.1 x 45.7cm (15 x 18in).

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

Provenance

The artist's family.

71

HENRY JOHN STOCK, RI ROI (BRITISH, 1853-1930)

Flora signed 'H J STOCK' (lower right) watercolour 38.1 x 45.7cm (15 x 18in).

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

Provenance The artist's family.





72 SIR JOHN GILBERT RA PRWS (BRITISH, 1817-1897)

'The Entrance of Jack Cade into London' signed with monogram and dated '1869' (lower left) and signed, dated and inscribed with the title (on a label attached to the frame verso) watercolour

41.9 x 100.4cm (16 1/2 x 39 1/2in).

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

Jack Cade was the leader of a populist uprising against King Henry VI during 1450 which culminated in a bloody battle at London Bridge. The story of the Cade Rebellion was dramatised by William Shakespeare in his historical play Henry VI, Part II. Sir John Gilbert created a series of engravings depicting Cade for Howard Staunton's 1858 text of Shakespeare's work.

73 W

AFTER SIR JOHN GILBERT RA PRWS, 19TH CENTURY

Edward I Presents the First Prince of Wales to the Welsh Chieftains at Carnarvon AD 1284 oil on canvas 152 x 121cm (59 13/16 x 47 5/8in).

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

Provenance

Presented to the London Borough of Lambeth by Sir Edwin Durning-Lawrence, bt, according to label on the frame.

The present lot is to be sold on behalf of the late Mayor of Lambeth, Councillor Mark Bennett, to raise funds for the restoration of works of art in the Town Hall and Lambeth's War Memorials.





74 ATTRIBUTED TO HENRY TREFFRY DUNN (BRITISH, 1838-1897), AFTER (ANDREA DI MICHELE CIONI) VERROCCHIO (ITALIAN, 1435-1488)

Two Angels in an Italian Renaissance Landscapes, a pair watercolour and gold paint each $45 \times 23cm$ (17 11/16 \times 9 1/16in).(2) Held in tabernacle frames.

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

The two angels depicted in the present lot are after Andrea del Verrochio's famous painting *The Virgin and Child with two Angels* in the collection of the National Gallery, London.

75*

FOLLOWER OF EDWARD JOHN POYNTER (BRITISH, 1836-1919)

On the piazza bears signature and date (lower left)and bears inscription, signature and date (on reverse) oil on canvas 78.7 x 44.5cm (31 x 17 1/2in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200





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

Study of Sleeping Beauty from the legend of Briar Rose pencil on vellum 12.7 x 17.8cm (5 x 7in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

Sale, Sotheby's London, 26 May 1954, lot 489. with Campbell Wilson, Cornhill, Aberdeenshire. Private Collection, UK.



77

ANTHONY FREDERICK AUGUSTUS SANDYS (BRITISH, 1832-1904)

'Girlie'

signed 'F.Sandys.' (upper right) and inscribed and dated 'Girlie : 1882 :' (upper left)

coloured chalks and pencil 68.6 x 50.8cm (27 x 20in).

Held in an original Rossetti frame by Foord & Dickinson, London.

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance

Emily Chappell, the sitter. Thence by descent to Miss J. M. Calley. Sale, Christie's London, 22 April 1975, lot 191. Collection of Victor and Gretha Arwas.

Literature

Betty Elzea, Frederick Sandys 1829-1904: A Catalogue Raisonné, Antique Collectors' Club Ltd., Suffolk, 2001.

The sitter in the present lot is Miss Emily Chappell, daughter of Thomas Chappell, who sat for Sandys at the Chappell home, Weir House, Teddington. The following lots 78-90 come directly from the descendants of Frederick Sandys and Walter Crane. The two artistic families were united in 1913 when Sandys daughter, Winifred, married Lionel, son of Walter Crane. Lionel later married Winifred's sister, Gertrude.





80



79

78 WINIFRED SANDYS (BRITISH, 1875-1944)

Portrait of Bisneve signed 'Winifred Sandys' (upper right) and inscribed 'Bisneve' (upper left) pastel 31.5 x 23cm (12 3/8 x 9 1/16in).

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

79

WINIFRED SANDYS (BRITISH, 1875-1944)

Portrait of Gertrude in fancy dress signed and dated 'W Sandys/1911' (lower left) pastel 49 x 24cm (19 5/16 x 9 7/16in).

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

80

WINIFRED SANDYS (BRITISH, 1875-1944)

'Gertrude - Study' signed with initials 'W.F.' (lower right) pastel 58.5 x 43.5cm (23 1/16 x 17 1/8in).

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

Exhibited

London, New Gallery, 1906. Glasgow, 1907. Leek, Nicholson Institute, *Autumn Exhibition*, 1908.





82

ANTHONY FREDERICK AUGUSTUS SANDYS (BRITISH, 1832-1904)

Portrait of Gertrude, the artist's daughter signed and dated 'F Sandys 1902' (upper left) coloured chalks *31 x 24.5cm (12 3/16 x 9 5/8in).*

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Exhibited

London, Leicester Galleries, 1904, no 29, titled 'Gertrude'.

Literature

Betty Elzea, Frederick Sandys 1829-1904: A Catalogue Raisonné, Antique Collectors' Club Ltd., Suffolk, 2001., no. 5.54., p. 293.

82

WINIFRED SANDYS (BRITISH, 1875-1944)

Portrait of Gertrude Sandys, the artist's sister signed with initials 'W.F' (lower right) pastel 50 x 36cm (19 11/16 x 14 3/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100





83 ANTHONY FREDERICK AUGUSTUS SANDYS (BRITISH, 1832-1904)

Portrait of Anthony Sandys, the artist's father oil on panel 26 x 21cm (10 1/4 x 8 1/4in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Exhibited

Brighton Art Gallery and Sheffield, Mappin Art Gallery, *Frederick Sandys* 1829-1904, 1974, no.81.

84

ANTHONY FREDERICK AUGUSTUS SANDYS (BRITISH, 1832-1904)

Portrait of Anthony Sandys, the artist's father oil on panel, framed as oval 24.5 x 19.5cm (9 5/8 x 7 11/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Exhibited

Brighton Art Gallery and Sheffield, Mappin Art Gallery, *Frederick Sandys* 1829-1904, 1974, no.77.

According to a label written by Constance Sandys on the reverse of the panel, Frederick painted this portrait of his father in 1849 when he was just 17 years of age.





THOMAS CRANE (BRITISH, 1808-1859)

Sisters oil on canvas, framed as oval 52 x 40cm (20 1/2 x 15 3/4in).

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

86 THOMAS CRANE (BRITISH, 1808-1859)

A faithful friend oil on board, framed as oval 48 x 39cm (18 7/8 x 15 3/8in).

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







THOMAS CRANE (BRITISH, 1808-1859)

Portrait of a young girl pencil, framed as oval 39.5 x 29.5cm (15 9/16 x 11 5/8in). There is a sketch of a woman feeding a calf on the reverse.

£500 - 700 €680 - 950 US\$770 - 1,100

88

87

THOMAS CRANE (BRITISH, 1808-1859)

Portrait of a girl oil on paper, framed as oval 46 x 37cm (18 1/8 x 14 9/16in).

£200 - 300 €270 - 410 US\$310 - 460

89 Y Φ

WINIFRED SANDYS (BRITISH, 1875-1944)

Portrait miniature of a lady signed 'W Sandys' (lower left) watercolour on ivory 10 x 8cm (3 15/16 x 3 1/8in).

£300 - 500 €410 - 680 US\$460 - 770





90 WALTER CRANE (BRITISH, 1845-1915)

St Margaret Street, Canterbury signed with monogram and inscribed 'St MARGARET ST/ CANTERBURY' (lower right) gouache and wash, heightened with white 70 x 50cm (27 9/16 x 19 11/16in).

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

Literature

Line & Form, 27 August 1894, design for p.148.

91 W

R.W. WITHERS-LEE (BRITISH, 19TH CENTURY)

Portrait of young lady, seated, with a dog on her lap signed and dated 'Withers-Lee/1903' (lower right) pastel 127 x 101.6cm (50 x 40in).

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

92 EDWARD DAYES (BRITISH, 1763-1804)

Portrait of a lady artist signed and dated 'E Dayes 1790' watercolour 26.6 x 19cm (10 1/2 x 7 1/2in).

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







94



93 JAMES BAKER PYNE (BRITISH, 1800-1870)

The shore at Little Hampton signed, dated and numbered 'JBPYNE 1847 No. 213' (lower right) oil on canvas $59.7 \times 91.4cm$ (23 1/2 x 36in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance

with Frost & Reed Ltd., London, no. 1509. Private Collection, UK.

94

JOHN LYNN (BRITISH, FL. 1828-1838)

A view of Torquay Harbour looking South East from the beach in front of Torre Abbey signed and dated 'J Lynn 1824' (lower right) and inscribed with title (on a label attached to the frame verso) oil on canvas 46.5 x 61cm (18 5/16 x 24in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

95

ATTRIBUTED TO EDWARD CHARLES WILLIAMS (BRITISH, 1807-1881)

Landscape with fisherman oil on canvas 43.2 x 55.9cm (17 x 22in). Held in a carved and gilded frame.

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



96

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

A view of Loch Maree signed 'W. Turner/Oxford' (lower right), signed and inscribed 'No. 4 W Turner/Oxford Loch Maree Ross-shire' (on the reverse) watercolour *45.7 x 88.9cm (18 x 35in).*

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

Sale, Sotheby's London, 12 July 1984, lot 129. Private collection, UK.

97

THOMAS SHOTTER BOYS NWS (BRITISH, 1803-1874)

River landscape signed and dated 'T Boys. 1836' (centre left) watercolour 27.9 x 19cm (11 x 7 1/2in).

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









99

98

EDWARD H. NIEMANN (BRITISH, ACTIVE CIRCA 1863-1887)

A view of Richmond, Yorkshire signed 'Niemann' (lower left) oil on canvas 50.8 x 76.2cm (20 x 30in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

99

GEORGE EDWARDS HERING (1805-1879)

Blenheim from the deer park bears indistinct signature (lower left) oil on canvas 63.5 x 106.7cm (25 x 42in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance Sale, Christie's London, 11 April 1997, lot 88. Private Collection, UK.



100

WILLIAM E. HARRIS (BRITISH, 1856-1929)

A view of Windsor from the Thames signed and dated 'William E Harris.1890-' (lower right) and bears signature and title (on the reverse) oil on canvas $60.9 \times 91.4cm$ (24 x 36in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance Sale, Christie's London, 11 June 1993, lot 177. Private Collection, UK.





102



101 W JOHN BELL (BRITISH, 1812-1895)

A view of the Italian lakes signed and dated 'John Bell.1860. (lower right) oil on canvas 76.2 x 127cm (30 x 50in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

102 W

ALFRED WALTER WILLIAMS (BRITISH, 1824-1905)

A view of the Dolomites signed and dated 'A W Williams 1866' (lower left) oil on canvas 83.8 x 153.6cm (33 x 60 1/2in).

£2,000 - 4,000 €2,700 - 5,400 US\$3,100 - 6,200

103

JAMES DUFFIELD HARDING, OWS (BRITISH, 1798-1863)

Italianate landscape signed and dated 'JDH/1851' (lower left) oil on canvas 33 x 51cm (13 x 20 1/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100



104 ^{AR}

ALFRED FONTVILLE DE BREANSKI (BRITISH, 1877-1957)

On the Glaslyn River, North Wales signed with strengthened signature (lower left), signed and titled (on the reverse) oil on canvas 60 x 90cm (23 5/8 x 35 7/16in).

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

105 ^{AR}

ALFRED FONTVILLE DE BREANSKI (BRITISH, 1877-1957)

'The bank of an Argyll river' signed 'AF de. Breanski' (lower left) and signed and inscribed with the title (on the reverse) oil on canvas $40.7 \times 60.9 cm$ (16 x 24in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

106

WILLIAM MELLOR (BRITISH, 1851-1931)

'On the Llugwy, North Wales' signed 'William Mellor' (lower left) and inscribed with the title (on the reverse) oil on canvas $61 \times 91.5 cm$ (24 x 36in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400 104



105







108



107 ^{AR}

EDGAR HUNT (BRITISH, 1876-1955) The intruders signed and dated 'E Hunt 1949' (lower right) oil on canvas 40.7 x 61cm (16 x 24in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

108

HERBERT WILLIAM WEEKES (BRITISH, 1856-1904)

The drink question; Found drowned, a pair both signed 'WWeekes' (lower right) oil on panel each 21.6 x 30.5cm (8 1/2 x 12in).(2)

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600





110

109 JOHN SARGENT NOBLE, RBA (BRITISH, 1848-1896)

'War' signed and indistinctly dated 'J S Noble' (lower right) and titled, signed and dated '1890' (on the reverse) oil on canvas *38.1 x 55.9cm (15 x 22in).*

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

110

EDWARD ARMFIELD (BRITISH, 1817-1896)

Terriers at feeding time signed 'E Armfield' (lower right) oil on canvas 50.8 x 76.2cm (20 x 30in).

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





111 ARCHIBALD THORBURN (BRITISH, 1860-1935)

A White-throated Bee-eater, *Merops albicollis* signed with initials 'A.T.' (lower right) watercolour 25.4 x 38.1cm (10 x 15in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

The present lot appears to be a study for an illustration for Archer & Godman's *Birds of British Somaliland and the Gulf of Aden* (London, 1961).

112

ARCHIBALD THORBURN (BRITISH, 1860-1935)

'Jack' Merlin inscribed 'Drawn by A Thorburn...' (upper centre) watercolour 15.8 x 8.3cm (6 1/4 x 3 1/4in).

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

Provenance with Holland & Holland, London, no. HOLL60. Private Collection, UK.





THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902) A Billy-goat in a landscape

FRANCES MABEL HOLLAMS (BRITISH,

signed and dated 'F.M.HOLLAMS/1930' (lower right) and titled (upper right)

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

oil on canvas 35.5 x 45.1cm (14 x 17 3/4in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

113 ^{AR}

1877-1963)

oil on board

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

114

Portrait of hunter 'Amelia'

Provenance with Frost & Reed, London, August 1964, no. R.91618.

HARRY HALL (BRITISH, 1813-1882)

Mounseer with Trainer, George Dockeray up oil on canvas 58.4 x 76.2cm (23 x 30in). Painted circa 1850.

£8,000 - 10,000 €11,000 - 14,000 US\$12,000 - 15,000

Provenance with Frost & Reed, London.

The bay colt Mounseer was owned by Major, the Hon. Horace Pitt and foaled in 1846 by St. Francis out of Mademoiselle, a French bred mare. In 1849 Mounseer won a Handicap Plate at Newmarket's Houghton meeting. The following year Mounseer won the 1850 Chester Cup, ridden by George Dockeray at odds of 16-1, the present lot was presumably commissioned in celebration of this famous win. Mounseer went on to win the County Cup at Salisbury at the July meeting of the same year but a promising racing career was sadly cut short and Mounseer died the following month on 23rd August.











117

116 ELOISE HARRIET STANNARD (BRITISH, CIRCA 1828-1915) Still life of raspberries signed 'E H Stannard' (lower right)

oil on canvas 38.1 x 30.5cm (15 x 12in).

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

Provenance

with M. Newman Ltd., Duke Street, London. Private collection, UK.

117 AR

JOHN E. NICHOLLS (BRITISH, 1885-1955)

Summer flowers signed 'J. E. Nicholls' (lower right) oil on canvas 76.2 x 63.5cm (30 x 25in).

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

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Provenance

with E. Stacy-Marks Ltd, Eastbourne, 7 December 1957, stock no. 5512/N46.

118 AR

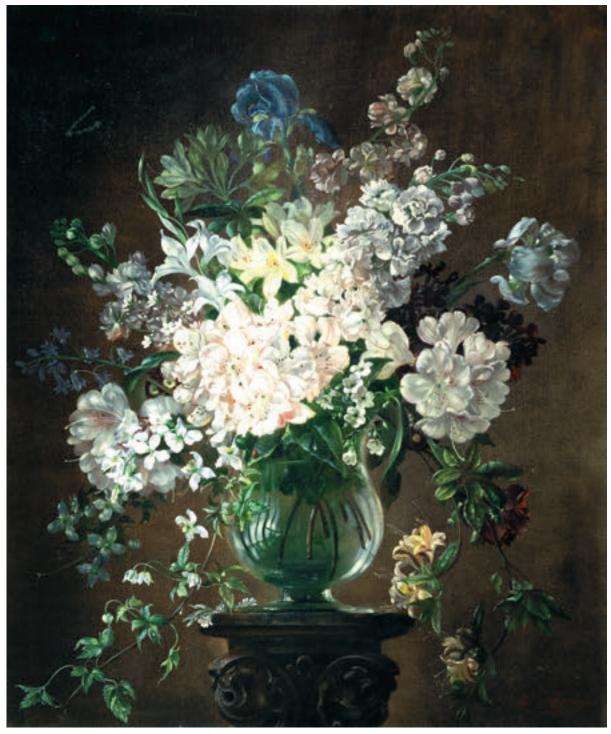
CECIL KENNEDY (BRITISH, 1905-1997)

Madame Butterfly Roses signed 'Cecil Kennedy' (lower right) oil on canvas 50.8 x 40.6cm (20 x 16in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

Provenance

with The Fine Art Society, London.





119 ^{AR}

CECIL KENNEDY (BRITISH, 1905-1997)

Still life of lilies, delphiniums, clematis and stocks signed 'Cecil Kennedy' (lower right) oil on canvas 76.2 x 63.5cm (30 x 25in).

£8,000 - 12,000 €11,000 - 16,000 US\$12,000 - 18,000





120

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

Near Loch Etive signed with monogram 'BF' (lower right) watercolour 19.5 x 27cm (7 11/16 x 10 5/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

121

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

Sunset over a river landscape signed with monogram 'BF' (lower left) watercolour 13.5 x 18.5cm (5 5/16 x 7 5/16in).

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



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

Playing with baby signed with monogram (lower left) watercolour heightened with bodycolour 32.5 x 44.5 cm (12 13/16 x 17 1/2in).

£6,000 - 9,000 €8,100 - 12,000 US\$9,200 - 14,000





124



125

123

JAMES EDWIN MEADOWS (BRITISH, 1828-1888)

Gipsy encampment signed 'Jas E. Meadows'(lower right) oil on canvas 66 x 106.7cm (26 x 42in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance with Frost and Reed, London, no. 14232.

124

WILLIAM SHAYER, SNR. (BRITISH, 1787-1879) Labour and rest

oil on canvas 76 x 102cm (29 15/16 x 40 3/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance Sale, Sotheby's London, 8 March 1989, lot 95. Private collection, UK.

125

WILLIAM SHAYER, SNR. (BRITISH, 1787-1879) Gossiping

signed 'Wm Shayer' (lower right) oil on canvas 57.2 x 67.9cm (22 1/2 x 26 3/4in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600



126

WILLIAM SHAYER, SNR. (BRITISH, 1787-1879)

Village life signed 'Wm Shayer' (lower right) oil on canvas 45.7 x 61cm (18 x 24in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance with M. Newman Fine Art Dealers, London. Private Collection, UK.

127

WILLIAM SHAYER, SNR. (BRITISH, 1787-1879)

The Fishmonger signed 'Wm Shayer Senr' (lower right) oil on panel 43.2 x 35.5cm (17 x 14in).

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







129



130

128

ALFRED WALTER BAYES (BRITISH, 1832-1909)

'Unloading flints, St. Valery sur Somme' signed 'ARBAYES' (lower right), signed and inscribed with the title (on a label attached to the frame verso) oil on canvas 49.5 x 76.2cm (19 1/2 x 30in).

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

129 ^{AR}

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

Cattle in a meadow landscape signed 'Arthur Wardle' (lower left) oil on canvas 51 x 77cm (20 1/16 x 30 5/16in).

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

130

SIDNEY RICHARD PERCY (BRITISH, 1821-1886)

'Lynmouth Bay, North Devon' signed with initials 'SRP' (lower right), signed and inscribed with the title and artist's address and numbered 'No. 4' (on a label attached to the stretcher verso) oil on canvas 22.8 x 38.1cm (9 x 15in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100





132



131 ARTHUR WILLIAM HEAD (BRITISH, BORN 1861)

The Old Mill at Burnham, Norfolk signed and dated 'A W Head. 91.' (lower left) oil on canvas 30.5 x 45.7cm (12 x 18in).

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

Provenance

Sale, Christie's London, 26 April 1988, lot 95. Private Collection, UK.

132

GEORGE SHALDERS (BRITISH, 1826-1873)

Cattle watering in a river landscape signed and dated 'G. Shalders/56' (lower right) oil on canvas 61 x 106.7cm (24 x 42in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

133

JOHN CLAYTON ADAMS (BRITISH, 1840-1906)

Derwentwater, Cumberland signed and dated 'J CLAYTON ADAMS 1890' (lower right) oil on canvas 59 x 90cm (23 1/4 x 35 7/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

FREDERIC JAMES SHIELDS AND THE CHAPEL OF THE ASCENSION

The Man

"My first recollection of Shields is of a fascinating but alarming giant ... whose invariable salutation was to seize the little girl who gazed at him with three-year-old eyes, and to throw her up to the ceiling with an unearthly laugh."

Thus wrote Shields' biographer Mrs Ernestine Mills née Evans Bell, (known as Tina) about her early introduction to the artist who was to nurture her own artistic talent. Tina never forgot her gasping fear lest the giant should fail to catch her as she plummeted earthwards – but she never complained.¹ Protégé and mentor were to provide safety nets for each other throughout the ups and downs of lives filled with tribulation and achievement. Both were orphaned early in life. A surrogate father/daughter bond developed.

Frederic Shields was an unlikely friend of Tina's agnostic, freethinking parents, for Shields lived by his Bible. Caring tolerance on both sides was characteristic of many life-long friendships of the pious Shields – none more so than his friendship with libertine Dante Gabriel Rossetti. To Tina and her parents, Shields was a man of sweet, irrational contradictions.

His Life and Work

Frederic Shields was born in Hartlepool. His book-binder father and dress-maker mother soon moved to London, hoping to become more prosperous. Instead, Frederic's entire family of parents, younger sister and two brothers, serially succumbed to TB. His passion for sketching in the open air may have saved his life.

The search for paid employment took the young Shields to Manchester where eventually his talent was recognised. He was commissioned to produce line drawings for new editions of John Bunyan's *Pilgrim's Progress* and Daniel Defoe's *Plague of London*.

The quality of Shield's illustrations brought him to the attention of critic John Ruskin, and of established artists. He was taken under the kindly wing of the Pre-Raphaelite Brotherhood, of Ford Maddox Brown, George Frederic Watts and other famous artists of the late 19th century. Rossetti offered Shields space in his Chelsea painting studio and generously shared the secrets of his expertise in the use of colour. Shields' career took off in 1876 with designs in stained glass, mosaics and oils commissioned by the Duke of Westminster for his Eaton Hall Chapel, Chester.



When Dante Gabriel Rossetti died in 1882, he was buried in the graveyard of All Saints' Church, near his mother's home at Birchington in Kent. The grieving mother turned to Shields to design a memorial window for the Church.

Other chapel and church commissions followed, culminating in Shields' introduction to Mrs Russell Gurney. The dearest wish of wealthy widow Amelia Gurney was to erect a chapel-of-rest in memory of her late husband who was a reforming judge and a Member of Parliament.⁴

Portrait of Frederic Shields by Fry & Son, photographers, 1903; frontispiece of *The Life and Letters of Frederic Shields* by Ernestine Mills



Photograph of interior of the Chapel of the Ascension from *The Life and Letters* of *Frederic Shields* by Ernestine Mills (opp. p.348). Ernestine Mills' copyright administrator is V. Irene Cockroft Tel: 020 8748 5117.

The perfect match in piety of patroness and painter led to the creation in Bayswater Road, London of a dedicated "... place of rest for wayfarers, for prayer and meditation, wherein body, mind and spirit, oppressed with the hurrying roar of the city's life, might find repose ..."⁵

In concluding her biography of Shields, dutifully written immediately after his death in 1911, Ernestine Mills quoted Arthur Hughes, writing when the last picture in the Chapel of the Ascension was completed: "I think there never could have been a greater triumph of endurance and character in any date of Art's history."

Nor could there have been a more tragic loss to Art than the destruction in the Second World War bombing blitz on London, of the pinnacle of Shields' achievement - his Chapel inspired by the frescoes of Giotto and the early 14th century Italian Renaissance.

Resurgam

This portfolio of preliminary sketches, portraits and paintings by Shields, preserved in one family for three generations, affords unique insight into the powerful imagination, meticulous scholarship and celebrated draughtsmanship of the 'alarming giant' among artists who, in his Chapel of the Ascension, created a lost masterpiece. Against all the odds, it is our privilege now to be re-united with Biblical character studies made by Shields for the chapel, and with other work.

© V. Irene Cockroft

Great-niece of Shields' biographer Ernestine Mills

Endnotes

¹ The Life & Letters of Frederic Shields by Ernestine Mills; Longmans, Green & Co. 1912; pp 350-51 ² Ibid

- ³ Oxford Dictionary of National Biography, Russell Gurney (1804-1878)
- ⁴ The Chapel of the Ascension its story and scheme by Frederic Shields; eleventh edition, published by the Women's Printing Society, 1912; p.138.
- Amelia Russell Gurney was a member of the Kensington Society of feminists (see under Russell Gurney in *Dictionary of National Biography*). Emily Evans Bell, mother of Ernestine Mills, signed the 1866 Women's Suffrage Petition drawn up by the Kensington Society, asking Parliament to grant votes to women on an equal basis with men (copy of petitioner list in Library of Girton College, Cambridge). Ernestine Mills became a noted artist in the women's suffrage movement.







134



134

FREDERIC JAMES SHIELDS (BRITISH, 1833-1911)

Five studies from the Chapel of the Ascension, including 'Judgement', 'The Malicious Babbler', 'Violence' and 'Deceit'

'The Malicious Babbler' signed 'F. Shields' (lower left), 'Violence' signed 'F Shields.inv.' (lower left) and inscribed 'Violence' (lower right), 'Deceit' signed 'F Shields.inv.' (lower left) and inscribed 'Deciet' [sic] (lower right) pen and ink

three 32.5 x 15cm (12 13/16 x 5 7/8in), two 32.5 x 11cm (12 13/16 x 4 5/16in), all laid down on one sheet.

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

For further reference please see F. Shields, *Chapel of the Ascension; Its Story and Scheme*, (London, 1912). A similar version of the study 'Judgement' was exhibited in Hartlepool, Gray Art Gallery and Museum, *Frederic Shields 1833-1911*, 12 March - 10 April 1983, no. 25, illustrated in the exhibition catalogue.









135

135 FREDERIC JAMES SHIELDS (BRITISH, 1833-1911)

Six studies for the Chapel of the Ascension, including 'The Contentious Man' and 'The Missionary Bishop Patteson' 'The Contentious Man' signed 'F Shields' (lower left), 'The Missionary Bishop Patteson' and the study lower right signed with monogram (lower right) pen and ink

each 32 x 11cm (12 5/8 x 4 5/16in), all laid down on one sheet.

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

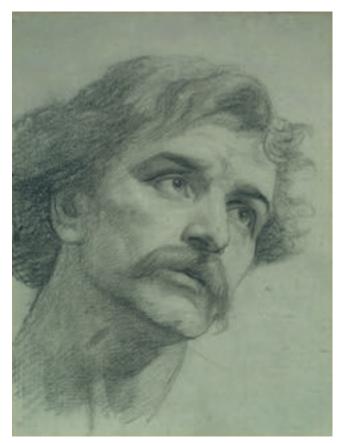
For further reference please see F. Shields, *Chapel of the Ascension; Its Story and Scheme*, (London, 1912).











136

FREDERIC JAMES SHIELDS (BRITISH, 1833-1911)

Portrait of a young woman, thought to be Christina Spartali (1846-1884), sister of Marie Spartali Stillman (1844–1927) coloured chalks 38.1 x 29.2cm (15 x 11 1/2in).

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

137

FREDERIC JAMES SHIELDS (BRITISH, 1833-1911)

Study of a male head, thought to be Giuseppe Moto chalk 33 x 24.7cm (13 x 9 3/4in). Sold together with two further works by the same hand; A study of Giuseppe Moto, Violinist, chalk, 32 x 28.5cm (12 5/8 x 11 1/4in), unframed; Two studies of a male head, black and white chalk, 45 x 27cm (17 11/16 x 10 5/8in).(3)

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



FREDERIC JAMES SHIELDS (BRITISH, 1833-1911)

Study for 'Death of the First-Born' pencil and white chalk

36.2 x 46.3cm (14 1/4 x 18 1/4in).

Sold together with seven further works by the same hand laid down on six sheets, *various sizes* (7):

i. Study for Christ's drapery from the Chapel of the Ascension

ii. Study for Christ kneeling from the Chapel of the Ascension

iii. Drapery study for two figures

iv. Study of a male head, inscribed 'R Potter/ aged 84'

v. Study for 'It would be better a Millstone was hanged about his neck' from the Chapel of the Ascension

vi. Study of Roman armour from the Chapel of Ascension

vii. Study for the 'Raising of Lazarus' from the Chapel of the Ascension

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

The study for 'Death of the First-Born' relates to an illustration of the same title for Daniel Defoe's *A Journal of the Plague Year*, (London, 1862). For further reference please see Ernestine Mills ed., *The Life and Letters of Frederic Shields*, (London, 1912), pp. 80-81. The fully realised version 'It would be better a Millstone was hanged about his neck' was on the North Wall of the Chapel of the Ascension beneath the depiction of St Peter, for further reference please see F. Shields, *Chapel of the Ascension; its Story and Scheme*, (London, 1912), p. 50.

The fully realised version of the 'Raising of Lazarus' was also on the North Wall of the Chapel of the Ascension, another stained glass version of the work can be viewed in the parish church of Mereworth, Kent. 138

139 FREDERIC JAMES SHIELDS (BRITISH, 1833-1911)

A study of apple blossom

inscribed 'Painted with Benzine and Copal' (lower right) benzine and copal $54 \times 29.2cm$ (21 $1/4 \times 11$ 1/2in). Sold together with two sketches of cottage interiors, both watercolour, $17 \times 28cm$ (6 $11/16 \times 11in$) and $27 \times 41cm$ (10 $5/8 \times 16$ 1/8in), laid down on one sheet. (2)

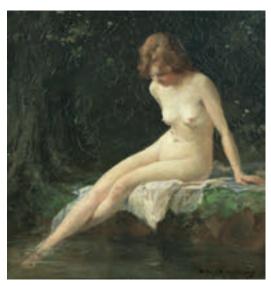
£600 - 800 €810 - 1,100 US\$920 - 1,200

It is thought that Shields' study of apple blossom was used for *Vision of Fiammetta* by Dante Gabriel Rossetti (1828–1882). For comparable blossom studies by Shields please see the Samuel and Mary B. Bancroft Collection of Pre-Raphaelite Art, Delaware Art Museum.

The studies of cottage interiors possibly relate to 'Family Prayer' from the South Wall of the Chapel of the Ascension', please see *F. Shields, Chapel of the Ascension; its Story and Scheme,* (London, 1912), p. 97.







141



142

140 AR F. DOUGLAS WRAY (ACTIVE 1920-1951)

Circe bears signature and title (on the reverse) oil on canvas 40.6 x 58.4cm (16 x 23in).

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

141

ALLAN DOUGLAS DAVIDSON (BRITISH, 1873-1932)

A woodland nymph signed 'Alan Davidson' (lower right) oil on board 26.6 x 26.6cm (10 1/2 x 10 1/2in).

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

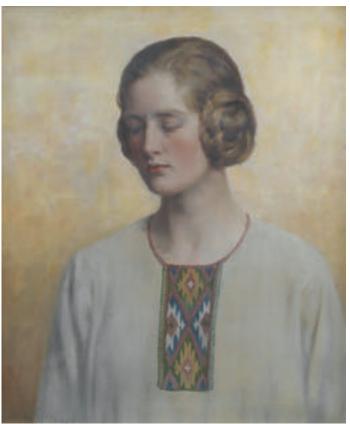
142

SAMUEL BALDWIN (BRITISH)

Sea nymphs in a cave signed and dated 'S.BALDWIN 1842' (lower left) oil on board 29.5 x 34cm (11 5/8 x 13 3/8in).

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





144

143

JOHN HAYTER (BRITISH, 1800-1891)

Waiting for his return signed and dated 'John Hayter 18?' (lower right) and indistinctly inscribed (on the reverse) oil on canvas 111.8 x 88.9cm (44 x 35in).

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

144 THE HON JOHN COLLIER (BRITISH, 1850-1934)

Portrait of a woman signed and dated 'John Collier/1923' (lower left) oil on canvas 59 x 48.3cm (23 1/4 x 19in).

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

145 ^{AR}

DOROTHY WEBSTER HAWKSLEY (BRITISH, 1884-1970)

Moonlit bathers signed 'D.HAWKSLEY' (lower right) and inscribed with the artist's address (on the reverse) watercolour $43.2 \times 25.4 cm$ (17 x 10in).

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







146 ALBERT CHEVALLIER TAYLER, RBC (BRITISH, 1862-1925)

Portrait of a woman in a drawing room signed and dated 'A.Chevallier.Tayler 1919' (lower left) oil on canvas 61 x 45.7cm (24 x 18in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

147 AR

HILDA MARY HARVEY (BRITISH, 1890-1982) Motherhood

signed 'HHarvey./18' (upper left) oil on canvas laid to board 48 x 41cm (18 7/8 x 16 1/8in).

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

Exhibited Birmingham, Royal Birmingham Society of Artists, 1920, no 190.

148 ^{AR}

GERALD LESLIE BROCKHURST (BRITISH, 1890-1978)

'The Black Shawl' signed 'BROCKHURST' (lower left) oil on panel 40.6 x 33cm (16 x 13in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

Exhibited

London, *Empire Art Loan Collections Society*, 1934-5, no. 6., lent by Mr Francis L Berry Esq.

149

RALPH PEACOCK (BRITISH, 1868-1946)

Portrait of Sara signed 'RALPH PEACOCK' (lower right), signed and inscribed with the title and artist's address (on the reverse) oil on canvas board 111.8 x 64.7cm (44 x 25 1/2in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600



148









150

FREDERICK EDWARD JOSEPH GOFF (BRITISH, 1855-1931)

'St Thomas' Hospital & Lambeth Palace' signed and inscribed with the title 'FRED E. J. GOFF' (lower left) watercolour $16.5 \times 54.6cm$ (6 $1/2 \times 21$ 1/2in).

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

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

A view of Lewes, Sussex signed 'Albert Goodwin' (lower right) and inscribed 'Lewes./Sussex.' (lower left) watercolour 28 x 40.7cm (11 x 16in).

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

PROPERTY OF A LADY

152

GEORGE SHERWOOD HUNTER, RBA (BRITISH, 1850-1919)

'The Venetian Lagoon - A Last Crossing' oil on canvas *48.3 x 114.3cm (19 x 45in).*

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

Sale, Christie's London, 2 March 1984, lot 165.

Exhibited

Glasgow, Glasgow Institute of the Fine Arts, 1880, no. 748, sold for £105.

OTHER PROPERTIES

153 AR

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

Cement works on the Medway at Frindsbury, Rochester signed and dated 'CSpencelayh/1887' (lower left) oil on canvas 30.5 x 58.4cm (12 x 23in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance Private Collection, UK.

The present lot is a fascinating early work by Charles Spencelayh painted when the artist was only 22 and depicting the cement works that lined this stretch of the Medway estuary, just over the river from Spencelayh's birthplace of Rochester.

154 NEVISON ARTHUR LORAINE (BRITISH, 1863-1934)

The circus signed 'NA.Loraine' (lower right) oil on canvas 76.5 x 102cm (30 1/8 x 40 3/16in).

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



152









155 * **ROBERT MCGREGOR, RSA (BRITISH, 1847-1922)** Loading the cart signed 'Robe. McGregor' (lower right) oil on canvas 23.5 x 33.6cm (9 1/4 x 13 1/4in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

156 ^{AR}

FREDERICK HALL (BRITISH, 1860-1948) A rider at dusk signed 'Fred Hall' (lower right) oil on canvas 46 x 61cm (18 1/8 x 24in).

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



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

'Sunset' signed 'Albert Goodwin' (lower right) and inscribed with title (lower left) oil on board $26 \times 35.5 \text{cm} (10 \ 1/4 \times 14 \text{in}).$

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

158

ALBERT GOODWIN, RWS (BRITISH, 1845-1932)

'On Woolacombe Sands & Bideford Bay To Hartland point - and away -' signed and dated 'Albert Goodwin 1917/18' (lower right) and inscribed with the title and 'N Devon' (lower left) watercolour heightened with white $41.9 \times 61 cm$ (16 1/2 x 24in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100







160





159 * TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)

Clouds at Sundown signed 'Terrick Williams' (lower left), signed and inscribed with title and artist's address (verso) oil on canvas $61 \times 91.5cm$ (24 x 36in).

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

Provenance

with Cooling Galleries Ltd., London. Private collection, Canada.

160 ^{AR}

CHARLES PEARS (BRITISH, 1873-1958)

'Chapman Pile Lighthouse' signed 'Chas Pears' (lower left) with indistinct exhibition label (to stretcher verso) oil on canvas 50.5 x 76.5cm (19 7/8 x 30 1/8in).

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

Provenance

with Royal Exchange Art Gallery, London.

Briefly described in Joseph Conrad's novel *Heart of Darkness*, the Chapman Lighthouse stood off the coast of Canvey Island for over 100 years. The peril of the mudflats below such shallow waters off the Canvey Island coast necessitated the need to devise some form of beacon as a warning in the area. In 1851, a hexagonal lighthouse was constructed by consultant lighthouse engineer for Trinity House, James Walker. This all-iron lighthouse replaced a lightship which had been moored in the area for the preceding four years. The lighthouse was demolished in 1957, due to its poor condition.

161

JOHN ROBERTSON REID (BRITISH, 1851-1926)

Port Isaac, Cornwall signed and dated 'John R Reid-98.' (lower right) oil on canvas 86 x 118cm (33 7/8 x 46 7/16in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

162 ADRIAN SCOTT STOKES (BRITISH, 1854-1935)

'Collioure, the net-mender' signed 'Adrian Stokes' (lower left), signed and inscribed with the title and artist's address (on a label attached to the frame verso) oil on canvas 63.5 x 76.2cm (25 x 30in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Exhibited

London, Royal Academy, 1933, no. 302.

We are grateful to Mrs Magdalen Evans, author of *Utmost fidelity: the painting lives of Marianne and Adrian Stokes* (2009) for her kind assistance in the cataloguing of this lot.

163

JOHN DUNCAN RSA RSW (BRITISH, 1866-1945)

Drying the nets, Newlyn signed 'J Mck DUNCAN' (lower left), signed and inscribed 'These boats are from CAMARET/NEAR BREST/BRETON CRABBERS DRYING SAILS/PAINTED IN NEWLYN HARBOUR 1935' (on the stretcher) oil on canvas *64.7 x 76.2cm (25 1/2 x 30in).* Painted in 1935.

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

Exhibited

London, Royal Academy, 1936, no. 524.

Predominantly a symbolist painter, John McKirdy Duncan moved to Mousehole, Penzance in 1933, and exibited three Cornish views at the RA between 1933 and 1937, including the present lot.









165

164 EDWARD STOTT, ARA (BRITISH, 1859-1918)

Chalk Pit near Amberley signed and dated 'Edward Stott/03' (lower centre left) pastel 30.5 x 43.2cm (12 x 17in).

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

Edward Stott's affection for Amberley, where he moved in 1889, and where he is buried, is clear from the atmospheric and often poetic overtones of his works. His sympathetic images of farmers and their families were the result of direct contact with the local people and he developed a deep familiarity with the countryside which is clearly evident in the present lot.

165

ALICE MAUD FANNER (BRITISH, 1865-1930)

'Autumn, Lake Garda' signed 'Alice Fanner' (lower right), signed, inscribed with title and numbered '22' (on a label attached to the reverse) oil on canvas laid to board 35.6 x 26.6cm (14 x 10 1/2in). Painted circa 1925.

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

Exhibited

London, Walker's Galleries, *Alice Fanner Memorial Exhibition*, 1931, no. 41.



Fishing on the Exe signed and dated 'S.J.Lamorna Birch/June. 1950' (lower centre) and inscribed 'at Exe bridge' (lower left) oil on canvas 50.8 x 60.9cm (20 x 24in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

Provenance

Purchased directly from the artist by Mr F R Rothwell of Morebath Manor, Tiverton. Thence by descent.

One of the fisherman depicted in the present lot is reportedly Mr Rothwell who approached the artist at work and offered to purchase the painting on its completion to which Lamorna Birch agreed.

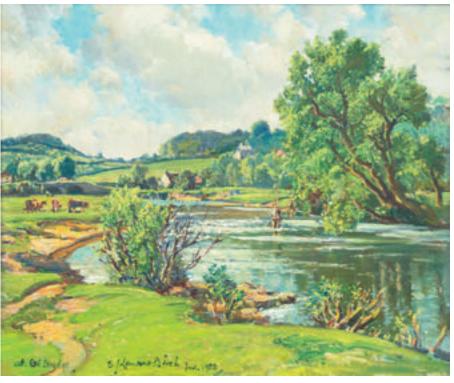
167 AR

SAMUEL JONH LAMORNA BIRCH (BRITISH, 1869-1955)

'Primrose Time' signed 'S.J.Lamorna Birch' (lower left) and signed and titled (on the reverse) oil on canvas 61 x 76.2cm (24 x 30in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance Sale, Christie's London, 5 March 1987, lot 49. Private Collection, UK.









168 ^{AR}

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

'Gabrielle, Madame de Pompadour's Maid' signed 'WRussellFlint' (lower right), signed and inscribed with the title (on the backboard) red chalk 22.8 x 16.5cm (9 x 6 1/2in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance

with Frost & Reed, London, no. D12613. Private Collection, UK. 169 ^{AR} SIR WILLIAM RUSSELL FLINT RA, PRWS (BRITISH, 1880-1969) Cecilia signed 'WRFlint' (lower right) red chalk 25.4 x 14cm (10 x 5 1/2in).

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

Provenance with Frost & Reed, London, no. D12617. Private Collection, UK.



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

Nude studies signed 'W R Flint' (lower right) black chalk 38.1 x 53.4cm (15 x 21in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200





172

171 ^{AR}

LAURENCE BIDDLE (BRITISH, 1888-1968)

Still life of flowers in a vase signed 'Laurence Biddle' (lower right) oil on canvas 35.5 x 53.3cm (14 x 21in).

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

172 AR

LAURENCE BIDDLE (BRITISH, 1888-1968)

Still life of snowdrops, anenomies, forget-meknots and primula with an Oriental figure signed and dated 'Laurence Biddle/1926' (lower right) oil on board $20.3 \times 30.5 cm$ (8 x 12in). There is an additional drawing of a butterfly by the same hand, signed and dated, measuring $12.7 \times 12.7 cm$ (5 x 5in), attached to the reverse.

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

Provenance with Cooling Galleries, London. Private Collection, UK.

PART II: 19TH CENTURY EUROPEAN, IMPRESSIONIST & MODERN ART Tuesday 31 March 2015 at 14.00

a to a series

Lots 173 - 302





173

RICCARDO MEACCI (ITALIAN, 1856-1938)

Christ and angels signed 'R.MEACCI' (lower left) watercolour heightened with gold paint $25.4 \times 16.5 cm$ ($10 \times 6 \ 1/2 in$).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

174

RICCARDO MEACCI (ITALIAN, 1856-1938)

Christ on the cross with St John and St Phillip signed with initials 'RM' (lower left) watercolour heightened with gold paint 15.8 x 7cm (6 1/4 x 2 3/4in).

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



175

RICCARDO MEACCI (ITALIAN, 1856-1938)

Charity signed 'R.MEACCI.' (lower right) watercolour heightened with gold paint 12.7 x 19cm (5 x 7 1/2in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

176

RICCARDO MEACCI (ITALIAN, 1856-1938)

St. Edith of Wilton signed 'R.MEACCI.' (lower right) watercolour 16.1 x 9.6cm (6 5/16 x 3 3/4in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600







177

RUBENS SANTORO (ITALIAN, 1859-1942) Gondola a Palazzo dei Piombi signed 'Rubens Santoro' (lower left) oil on canvas 54.5 x 65.5cm (21 7/16 x 25 13/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

178

HENRY PEMBER SMITH (AMERICAN, 1854-1907)

A Venetian canal signed 'HENRY P. SMITH' (lower left) oil on canvas laid down on board 71 x 50cm (27 15/16 x 19 11/16in).

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





180



181



The Rialto Bridge, Venice signed 'Bouvard' (lower right) oil on canvas 48.5 x 63.5cm (19 1/8 x 25in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

180 AR

NOEL GEORGES BOUVARD (FRENCH, 1912-1975)

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

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

181 ^{AR}

ANTOINE BOUVARD (FRENCH, 1870-1956)

A view of the Grand Canal with the Doge's Palace and the Campanile di San Marco in the distance signed 'Bouvard' (lower left) oil on canvas $50 \times 65cm$ (19 11/16 x 25 9/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600





182 ALEXANDRE LIETO (FRENCH, 19TH CENTURY) A view of Paris signed 'A. Lieto' (lower left)

oil on canvas 34.2 x 46.5cm (13 7/16 x 18 5/16in).

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

183

FRENCH SCHOOL (19TH CENTURY)

Village rooftops indistinctly signed 'C. Rob?' (lower left) oil on board 22.7 x 18.7cm (8 15/16 x 7 3/8in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100





184

184 OSCAR RICCIARDI (ITALIAN, 1864-1935)

Porta Capuana, Naples; Ponte della Maddalena; a pair one signed and inscribed 'Ricciardi/Napoli' (lower right); the other signed 'Ricciardi' (lower right) oil on canvas *each 39 x 25cm (15 3/8 x 9 13/16in).(2)*

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

185

EDMOND LEBEL (FRENCH, 1834-1909)

At the entrance signed 'Edmond Lebel' (lower right) oil on panel 73.5 x 58cm (28 15/16 x 22 13/16in).

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









186 SPYRIDON SCARVELLI (GREEK, 1868-1942)

Paysage au village de Loubreh signed, inscribed and numbered 'Scarvelli/"Cairo"/023.' (lower left) watercolour 15.7 x 29.7cm (6 3/16 x 11 11/16in).

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

Provenance

Vicars Brothers, London.

187 *

RICHARD KARLOVICH ZOMMER (RUSSIAN, 1866-1939)

Central Asian scene signed in Cyrillic (lower right) oil on composite board 20.8 x 33.4cm (8 3/16 x 13 1/8in).

£5,000 - 8,000 €6,800 - 11,000 US\$7,700 - 12,000



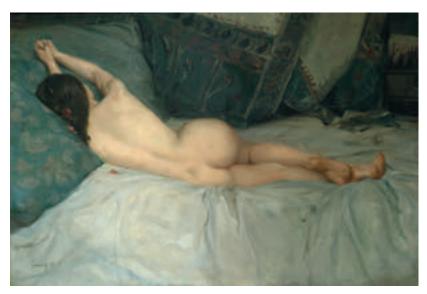
188 **EUGÈNE FROMENTIN (FRENCH, 1820-1876)** Horse traders signed 'Eugene Fromentin' (lower right) oil on canvas *33 x 41cm (13 x 16 1/8in).*

£5,000 - 7,000 €6,800 - 9,500 US\$7,700 - 11,000





190



189 ^W

EMILIE CHAESE (FRENCH, 19TH CENTURY)

Diana's Hunting Party signed 'Emilie Chaese' (lower left) oil on canvas 61 x 121.9cm (24 x 48in).

£1,500 - 2,500 €2,000 - 3,400 US\$2,300 - 3,800

190 ^{AR}

EDOUARD COVILLOT (20TH CENTURY) *Femme allongée* signed 'Ed. Covillot' (lower right) oil on canvas 60 x 73cm (23 5/8 x 28 3/4in).

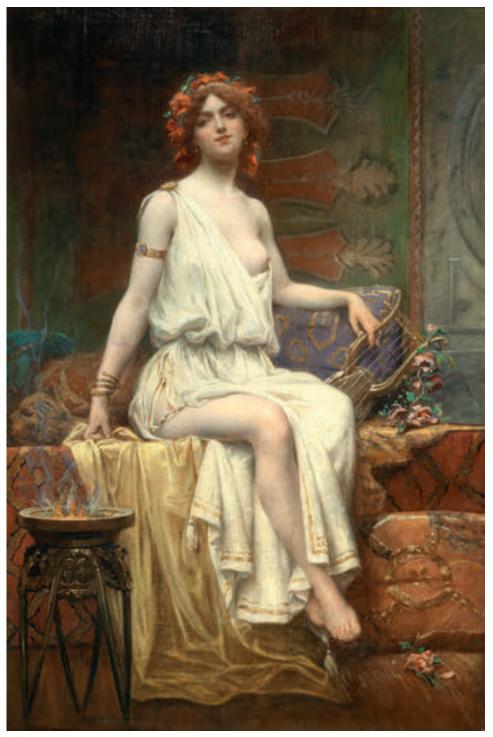
£1,000 - 1,500 €1,400 - 2,000 US\$1,500 - 2,300

191

ANTOINE RAYNOLT (FRENCH 19TH CENTURY)

Femme nue endormie signed and dated 'A Raynolt 97' (lower left) oil on canvas 62 x 91.9cm (24 7/16 x 36 3/16in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400



192 **CIRCLE OF LÉON FRANÇOIS COMERRE (FRENCH 1850-1916)** Odalisque bears signature (lower right) oil on canvas *81 x 54.5cm (31 7/8 x 21 7/16in).*

£6,000 - 8,000 €8,100 - 11,000 US\$9,200 - 12,000







195

193 ^W

JOSÉ PINAZO MARTÍNEZ (SPANISH, 1879-1933)

Portrait of the actress Luisa Puchol signed 'Pinazo Martinez' (lower right); inscribed 'propriedad del Sr. Pinazo' (in pencil on the stretcher) oil on canvas *100 x 73cm (39 3/8 x 28 3/4in).* Painted in 1917

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance

Purchased directly at an exhibition of the artist's work in New York before 1928, (exact date unkown) by the grandfather of the owner. Thence by descent to the present owner.

194

EISMAN SEMENOWSKY (POLISH/FRENCH, 1857-1911)

Portrait of a young girl signed, dated and inscribed 'Eisman-Semenowsky/Paris 1888' (upper right); signed, dated and inscribed 'Peint par moi/Paris 1888/Eisman Semenowsky' (on the reverse) oil on panel 32.5 x 24.3cm (12 13/16 x 9 9/16in).

£1,000 - 1,500

€1,400 - 2,000 US\$1,500 - 2,300

195

RAPHAEL COLLIN (FRENCH, 1850-1916)

Femme avec un parasol signed '.R-Collin' (lower left) oil on canvas, unframed 34.8 x 27.5cm (13 11/16 x 10 13/16in).

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



196 * EUGENE DE BLAAS (AUSTRIAN, 1843-1931) The flower seller signed 'Eugene de Blaas' (upper right) oil on canvas 58.5 x 35.5cm (23 1/16 x 14in).

£10,000 - 15,000 €14,000 - 20,000 US\$15,000 - 23,000

Provenance Private collection, Australia.





199



198

197

HENDRICUS JOHANNES SCHEERES (DUTCH, 1829-1864) The drummer boy

signed and dated 'H. Scheeres ft 62.' (lower left) oil on panel 33 x 24.5cm (13 x 9 5/8in).

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

Provenance

John A. Cooling, London. M. Newman Ltd., London.

198

CHARLES DÉ SIRÉ HUE (FRENCH, 1825-1883)

Merriment signed and dated 'CHARLES HUE-1869-' (lower left) oil on canvas laid down on board $95 \times 68.2 \text{cm}$ (37 3/8 x 26 7/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

199 JACQUES JOSEPH EECKHOUT (BELGIAN, 1793-1861) The reading signed 'J.J. Eeckhout' (lower right)

oil on panel 59 x 51cm (23 1/4 x 20 1/16in). **£1** 500 - 2 000

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100







EISMAN SEMENOWSKY (POLISH/FRENCH, 1857-1911)

A girl by an apple tree signed, dated and inscribed 'Eisman-Semenowsky/Paris 1886-' (lower right) oil on panel 55.2 x 37.7cm (21 3/4 x 14 13/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

201 * GIUSEPPE CASTIGLIONE (ITALIAN, 1829-1908)

Reading the news oil on canvas 46.5 x 38.5cm (18 5/16 x 15 3/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

202

D.J. MULDER DE BRUYN (DUTCH, 19TH CENTURY)

The flower arranger signed and dated 'D J Mulder de Bruyn, 1868' (lower right) oil on panel *48 x 34.5cm (18 7/8 x 13 9/16in).*

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







204



205

203 ADOLPH FRANCOIS MONFALLET (FRENCH, 1816-1900)

A Parisian market scene signed 'Monfallet' (lower left) oil on panel 49.5 x 64.7cm (19 1/2 x 25 1/2in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

204

AUGUSTE SERRURE (BELGIAN, 1825-1903)

Le tir à l'arc signed and dated 'Serrure 1863' (lower right); signed, titled and inscribed 'Le tir à l'arc/peint par/Serrure/Auguste' (on the reverse) oil on panel 50 x 66cm (19 11/16 x 26in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

205

LOUIS GABRIEL EUGÈNE ISABEY (FRENCH, 1803-1886)

The Armoury signed and dated 'E. Isabey 66.' (lower right) oil on panel *30.5 x 40cm (12 x 15 3/4in).*

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

Arthur Tooth & Sons, London. Anon. sale, Sotheby's, London, 12 February 1969, Lot 104. Acquired from the above by the present owner's family.



206 FRANÇOIS BRUNERY (ITALIAN, 1849-1926) The Minuet

The Minuet signed 'F. Brunery' (lower right) oil on panel 54 x 65cm (21 1/4 x 25 9/16in).

£6,000 - 8,000 €8,100 - 11,000 US\$9,200 - 12,000

Provenance Private collection, UK





208



209

207 EMILE CHARLES DAMERON (FRENCH,

1848-1908) Two country women and a cow in a woodland landscape signed ' E. Dameron' (lower right) oil on canvas 47 x 65.4cm (18 1/2 x 25 3/4in).

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

208

JOHANNES HUBERTUS LEONARDUS DE HAAS (DUTCH, 1832-1908)

Cow grazing in pasture signed 'JHL de Haas' (lower right) oil on panel 15.5 x 28.1cm (6 1/8 x 11 1/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

209

FRENCH SCHOOL, 19TH CENTURY Resting bears signature and date (lower right) oil on canvas 60 x 73.5cm (23 5/8 x 28 15/16in).

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





211



211

210 EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881)

Sheep and lambs on a hill top signed and dated 'Eugène Verboeckhoven/ f1835.' and bears artist's wax seal (on the reverse) oil on panel 17 x 20cm (6 11/16 x 7 7/8in).

£1,000 - 2,000 €1,400 - 2,700 US\$1,500 - 3,100

211

JACOB VAN DIEGHEM (DUTCH, 1843-1885)

Sheep resting; a pair one signed 'Jb. V Dieghem' (lower left) oil on panel each 16.8 x 24cm (6 5/8 x 9 7/16in).(2)

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





212 ROSA BONHEUR (FRENCH, 1822-1899)

Study of a steer; Study of a donkey two, one signed 'Rosa Bonheur' (lower right); the other signed and dated 'Rosa Bonheur 1881' (lower left) both oil on panel one 31 x 23.5cm (12 3/16 x 9 1/4in), the other 29.5 x 25cm (11 5/8 x 9 13/16in).(2)

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

213 ADOLF CONSTANTIN BAUMGARTNER-STOILOFF (GERMAN/ AUSTRIAN, 1850-1924)

The sleigh ride signed 'Baumgartner-Stoiloff' (lower right) oil on canvas 68.5 x 105cm (26 15/16 x 41 5/16in).

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

212







215



216

214 JOHN HENRY DOLPH (AMERICAN, 1835-1903)

Naughty kittens signed 'J H Dolph' (lower left) oil on canvas 58.4 x 72.4cm (23 x 28 1/2in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

215 DOMINIQUE HUBERT ROZIER (FRENCH, 1840-1901)

Bounty of the sea signed 'D Rozier' (lower left) oil on canvas 65.5 x 81cm (25 13/16 x 31 7/8in).

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

216 ^{AR}

ISAAC DIAZ PARDO (SPANISH, 1920-2012)

Still life with bottles incised 'Isaac Diaz' (lower left) oil on canvas 64.5 x 80cm (25 3/8 x 31 1/2in).

£1,000 - 1,500 €1,400 - 2,000

US\$1,500 - 2,300





217

CAROLINE VAN DEURS (DANISH, 1860-1932)

Beyond Their Years signed with monogram and dated '1914' (lower centre) oil on canvas 66.5 x 93.5cm (26 3/16 x 36 13/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

218

ALBERT ROOSENBOOM (BELGIAN, 1845-1873)

Tennis today? signed 'A Roosenboom' (lower right) oil on canvas 24 x 19cm (9 7/16 x 7 1/2in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

It has been suggested that the sitters in the present lot are possibly the artist's children.





219 ANTONIO ERMOAO PAOLETTI (ITALIAN, 1834-1912)

The broken plate; Children fishing, a pair both signed 'Ant. Paoletti di Giovanna Venezia' (lower right) oil on canvas each 45 x 55.5cm (17 11/16 x 21 7/8in).(2)

£5,000 - 7,000 €6,800 - 9,500 US\$7,700 - 11,000





221



222

220

BERNARD DE HOOG (DUTCH, 1867-1943) Flowers for baby sister signed 'Bernard de Hoog.' (lower left) oil on canvas 30 x 40.5cm (11 13/16 x 15 15/16in).

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

221

HANS WINTER (AUSTRIAN, 1853-1944)

The Bar Mitzvah Lesson signed 'H. Winter.' (lower left) oil on canvas 32.5 x 36.3cm (12 13/16 x 14 5/16in).

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

Provenance Anon. sale, Sotheby's, New York, March 16 1999, lot 215.

222

KNUT EKWALL (SWEDISH, 1843-1912)

Portrait of a lady signed with monogram (lower left) oil on canvas, unframed 101 x 35cm (39 3/4 x 13 3/4in).

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



223

ATTRIBUTED TO THÉOPHILE EMMANUEL DUVERGER (FRENCH, 1821-1886)

A convent classroom oil on canvas 63.7 x 89cm (25 1/16 x 35 1/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

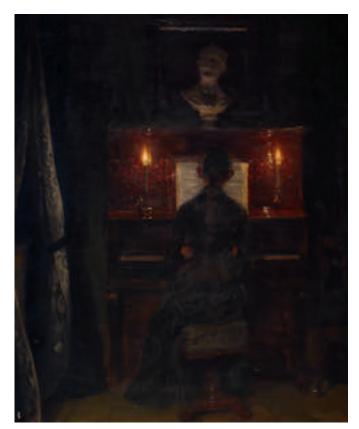
Sale, Sotheby's & Co., Wednesday 6 March 1968, lot 179, sold for \mathfrak{L} 90 hammer. Private collection, UK.

224 W

TOM (PETER THOMSEN) PETERSEN (DANISH, 1861-1926)

An evening recital signed and dated 'Tom P. 90.' (lower right) oil on canvas 105 x 83.5cm (41 5/16 x 32 7/8in).

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









225

SAMUEL BARUCH HALLE (FRENCH, 1824-1889)

'Happy Sixteen' signed and inscribed with the title and artist's address (on a label attatched to the stretcher verso) oil on canvas 92.7 x 69.8cm (36 1/2 x 27 1/2in).

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

226

OTTO REINHARD JACOBI PRCA, OSA (CANADIAN, 1812-1901)

A figure in a mountain landscape signed and dated 'O.R. Jacobi. 1860.' (lower left) oil on canvas, unframed 92.5 x 76.6cm (36 7/16 x 30 3/16in).

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

227

HELISENA GIRL (GERMAN, 1831-1916)

Sit! signed and inscribed 'Helisena Girl/Augsbourg' (lower left) oil on canvas 85.5 x 68.5cm (33 11/16 x 26 15/16in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400





229

ALPHONSE GAUDEFROY (FRENCH, 1845-1936)

Portrait of a young girl signed 'AGaudefroy.' (upper right) oil on board 22 x 19cm (8 11/16 x 7 1/2in).

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

229

228

ADRIANO BONIFAZI (ITALIAN, 1858-1914)

The lute player and a seated girl signed and dated 'ABonifazi, Roma 1875' (lower left) oil on canvas $108 \times 61 cm (42 \ 1/2 \times 24 in)$.

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

230 ADRIANO BONIFAZI (ITALIAN, 1858-1914)

A Capri boy signed, dated and inscribed 'ABonifazi Capri 1883' (lower left) oil on board 33 x 28cm (13 x 11in).

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





231 EUGÈNE CARRIÈRE (FRENCH, 1849-1906) Deux enfants

signed 'Eugène Carrière' (lower left) oil on canvas 38 x 46cm (14 15/16 x 18 1/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

The Piccadilly Gallery, London, December 1968, where purchased by J.Christopherson, Esq.

232 *

DAVID ADOLF CONSTANT ARTZ (DUTCH, 1837-1890)

On the dunes signed 'ARTZ.' (lower left) oil on canvas 54 x 36.5cm (21 1/4 x 14 3/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600





234

233 NICO JUNGMANN (DUTCH, 1872-1935)

Mother and child

signed with monogram (lower right); inscribed 'Yrseke' (upper left); inscribed with illuminated script and signed with monogram 'Love wants no words/for his explaining/Love knows no/why or when/Speak/ by thy hand/in mine/remaining/I shall/be Answered/then!' (on the reverse) tempera on panel 30.8 x 22.2cm (12 1/8 x 8 3/4in).

£1,500 - 2,000

€2,000 - 2,700 US\$2,300 - 3,100

234

NICO JUNGMANN (DUTCH, 1872-1935)

Portrait of a young girl in traditional dress signed with monogram (centre left) gouache, crayon and wash $34.5 \times 26cm$ (13 9/16 x 10 1/4in).

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





237



236

235 AR OTTO EICHINGER (AUSTRIAN, 1922-2004)

The fur trimmed hat signed 'O. Eichinger' (upper left) oil on board 27 x 20cm (10 5/8 x 7 7/8in).

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

Provenance

E. Stacy-Marks Ltd., Eastbourne, no. E0253A. Acquired from the above by the present owner, 5 February 2001.

236

FRANÇOIS BRUNERY (ITALIAN, 1849-1926)

The cardinal's sin signed 'F Brunery' (lower right) oil on panel 41 x 32.4cm (16 1/8 x 12 3/4in).

£3,000 - 4,000 €4,100 - 5,400 US\$4,600 - 6,200

237

JACQUES DORÉ (FRENCH, 1861-1929)

The artist's atudio signed and dated 'Jacques Doré/85' (lower right) oil on canvas $67 \times 55cm$ (26 3/8 x 21 5/8in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100



238 ^{AR} HENRI VAN DE VELDE (DUTCH, 1896-1969) Rabbijn in zijn kamer signed 'H.V.D.VELDE.' (lower right) oil on panel *30 x 23.5cm (11 13/16 x 9 1/4in).*

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

Provenance

Roelofs Kunsthandels, Amsterdam, no. 2054. Private collection, UK.

239

JOSEPHUS LAURENTIUS DYCKMANS (BELGIAN, 1811-1888) A good deed

signed and dated 'J.Dyckmans/1861.' (lower left) oil on panel 42 x 32.7cm (16 9/16 x 12 7/8in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance J & W Vokins, London.

240

HENRI LE SIDANER (1862-1939)

Le Roi de la bière, Etaples signed 'Le Sidaner' (lower left) oil on panel 97 *x* 61*cm* (38 3/16 *x* 24*in*). Painted *circa* 1886-1894

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

The authenticity of this work has kindly been confirmed by Monsieur Yann Farinaux-Le Sidaner.



239







241



241 ^{AR}

A DE GROOTE (20TH CENTURY)

Figures on a frozen river, a pair both signed 'A de Groote' (one lower left, the other lower right) oil on board each 27.5 x 35.5cm (10 5/8 x 13 9/16in).(2)

£1,500 - 2,500 €2,000 - 3,400 US\$2,300 - 3,800

242 ^{AR}

A DE GROOTE (20TH CENTURY) Boat and figures on a frozen river signed 'A de Groote' (lower right) oil on board 40 x 60cm (15 3/4 x 23 5/8in).

£1,500 - 2,500 €2,000 - 3,400 US\$2,300 - 3,800





signed 'A. Hulk' (lower right) oil on panel 24.5 x 32.5cm (9 5/8 x 12 13/16in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

244 CHARLES EUPHRASIE KUWASSEG (FRENCH, 1838-1904)

Returning to harbour signed and dated 'C. Kuwasseg. fils./1867.' (lower left) oil on panel 30.5 x 43cm (12 x 16 15/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

245

JOHANNES HERMANUS BAREND KOEKKOEK (DUTCH, 1840-1912)

Fisherfolk on the shore signed 'Jan. H. B. Koekkoek' (lower right) oil on canvas 36 x 64cm (14 3/16 x 25 3/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600









247

246

FRENCH SCHOOL, 19TH CENTURY

An extensive landscape with a castle indistinctly inscribed and dated 'J Roc de St Hilaire 1845' (lower left) oil on canvas 71.1 x 107cm (28×42 1/8in).

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

247 LUDWIG HEINRICH THEODOR (LOUIS) GURLITT (GERMAN, 1812-1897)

Wooded landscape with huntsman and hounds, a view of Kronborg castle beyond signed with monogram and dated '1833' (lower left) oil on canvas 40 x 59.5cm (15 3/4 x 23 7/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600





248



ALBERT GABRIEL RIGOLOT (FRENCH, 1862-1932)

Paysage en automne, a pair signed 'ARigolot' (lower left) oil on board each 27 x 21.5cm (10 5/8 x 8 7/16in).(2)

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

249

GUSTAVE DORÉ (FRENCH, 1832-1883)

In a woodland signed and dated 'GDoré/1872' (lower right); bears inscription '1877/ Presented to/ViSs Combermere/by/gustave/Dore' (on a label attached to the reverse) pen and ink, charcoal, wash and bodycolour $33 \times 24cm$ ($13 \times 9 \ 7/16in$).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance

Viscountess Combermere, 1877. The Fine Art Society Ltd., London, June 1965, no.I5663. Private collection, UK.







250 ^{AR} ALEXANDRE JACOB (FRENCH, 1876-1972)

Brume givre et soleil signed 'A. Jacob' (lower left); signed, titled and inscribed 'JACOB Alexandre - Asnières (Seine)' (on the reverse) oil on canvasboard 33 x 40cm (13 x 15 3/4in).

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

251 AR

DAVID SCHULMAN (DUTCH, 1881-1966)

Amsterdam Gracht signed 'D Schulman' (lower right) oil on canvas 40 x 61cm (15 3/4 x 24in).

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

Provenance Kunsthandel M. L. De Boer, Amsterdam, Holland, no. 16232.



252 AR W

RICHARD FEHDMER (GERMAN, 1860-1945)

A woman drawing water from a stream signed and inscribed 'Richard Fehdmer/ anvers' (lower left) oil on canvas 105 x 120.5cm (41 5/16 x 47 7/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

253 ^{AR}

HARALD JULIUS NIELS PRYN (DANISH, 1891-1968)

A snowy woodland track signed and inscribed 'Herald Pryr/Gelsskov' (lower right) oil on canvas 51.4 x 76.8cm (20 1/4 x 30 1/4in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

254

PAUL MATHIEU (BELGIAN, 1872-1932) Jour d'Ete

signed 'Paul Mathieu' (lower left); signed, titled and bears studio stamp (on the reverse) oil on board 49.5 x 55cm (19 1/2 x 21 5/8in).

£1,000 - 1,500 €1,400 - 2,000 US\$1,500 - 2,300 252









256

255 FERNAND MARIE EUGÈNE LEGOUT-GÉRARD (FRENCH, 1856-1924)

Rochester signed and inscribed 'Rochester/LeGout Gerard' (lower left) oil on panel *37.5 x 46cm (14 3/4 x 18 1/8in).*

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

256

THOMAS CHARLES FARRER (AMERICAN, 1839-1891)

Venice from the lagoon signed, dated and inscribed 'T C FARRER 1883/Venice' (lower right) oil on canvas 53 x 91.5cm (20 7/8 x 36in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

British-born Thomas Charles Farrar's formal training began at the Working Men's College, a free school founded in London in 1854. There, he studied landscape and figural drawing under John Ruskin and Dante Gabriel Rossetti, two of the championing figures of the British Pre-Raphaelite Brotherhood.

At the age of nineteen, Farrar immigrated to America, where he went on to establish himself as one of the leading figures in the American Pre-Raphaelite movement. He exhibited at the National Academy of Design in New York City from 1860 to 1884, and at the Pennsylvania Academy of the Fine Arts from 1862 to 1868.

Farrar became renowned for the delicate detail and realism of his landscape and still-life artworks. Throughout his lifetime, he remained heavily inspired by the writings of his mentor, Ruskin—himself a highly influential artist and critic who valued 'truth to nature' over all other aesthetic and compositional qualities of the image.



257 JULES ALEXIS MUENIER (FRENCH, 1863-1942)

Rivière en automne signed 'J.A. Muenier' (lower left) oil on canvas 54 x 65cm (21 1/4 x 25 9/16in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200





258

VICTOR DE PAPELEN (PAPELEU) (BELGIAN, 1810-1881)

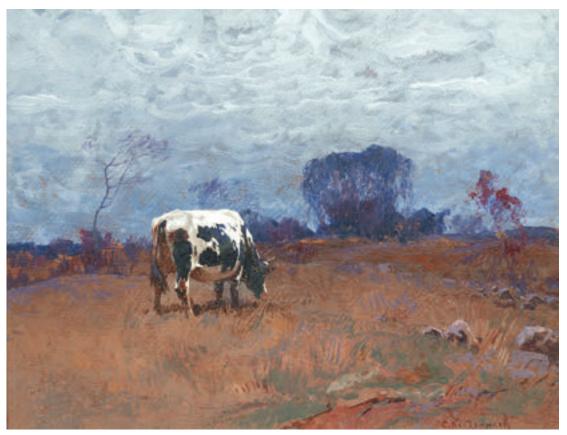
Paysage signed 'V. Papelen' (lower left) oil on panel 33 x 50.8cm (13 x 20in).

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

259 * HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)

Cottages in a rustic landscape signed with artist's initials 'h.h' (lower left) oil on canvas 55.2 x 46.3cm (21 3/4 x 18 1/4in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600



260 **STEPAN FEDOROVICH KOLESNIKOV (RUSSIAN, 1879-1955)** Grazing the meadow signed in Russian (lower right) gouache on board 20.7 x 25 cm (8 1/8 x 9 13/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

261

IWAN TRUSZ (UKRAINIAN, 1869-1941)

Italian coastal scene signed in latin (lower right) oil on board 24 x 16.2cm (9 7/16 x 6 3/8in).

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

Provenance

The Fine Art Community, Lviv, no. 27.





262 AR ANTOINE BLANCHARD (FRENCH, 1910-1988)

Boulevard de la Madeleine, Paris signed 'Antoine Blanchard.' (lower right) oil on canvas 33 x 46cm (13 x 18 1/8in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

Provenance

Benton Fine Art, Gloucestershire. Acquired from the above by the present owner, 1 November 2004.



263 AR ANTOINE BLANCHARD (FRENCH, 1910-1988)

Porte Saint Martin, Paris signed 'Antoine. Blanchard.' (lower right); signed and inscribed with the title 'Paris, Pte St. Martin/Antoine Blanchard' (on the reverse) oil on canvas 45.7 x 54.6cm (18 x 21 1/2in).

£5,000 - 7,000 €6,800 - 9,500 US\$7,700 - 11,000

Provenance

E. Stacy-Marks Ltd, Eastbourne, no. B.1011. Benton Fine Art, Gloucestershire. Acquired from the above by the present owner, 8 October 2010.





265



264

LÉON POURTAU (1868-1898) Paysage oil on board 16.5 x 26.5cm (6 1/2 x 10 7/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

The authenticity of this work has kindly been confirmed by Monsieur Gilles Caillaud and will be included in the supplement of the Léon Pourtau *catalogue raisonné* currently being prepared.

Provenance

Connaught Brown, London. Private collection, UK.

Exhibited

London, Connaught Brown, *Summer Exhibition*, 1 July - 9 July 1988, no. 30.

265

EDMOND MARIE PETITJEAN (FRENCH, 1844-1925)

Semur, Côte d'or signed 'E.Petitjean' (lower right) oil on canvas 46 x 65cm (18 1/8 x 25 9/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

M. Newman Ltd., London. Acquired from the above by the current owner's family, 28 May 1968.

266 ^{AR}

MARCEL DYF (1899-1985)

Paysage près D'Aix en Provence signed 'Dyf' (lower right) oil on canvas 54.6 x 65.7cm (21 1/2 x 25 7/8in). Painted in 1975

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

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. 4099.

Provenance

Frost & Reed, London, no. 32460.





268

267 ^{AR}

CHARLES CLEMENT FRANCIS PERRON (FRENCH, 1893-1958)

Dahlias roses signed 'C.Perron.' (lower right); signed and inscribed 'No.5/Dalhias[sic] roses/CPerron/Nantes' (on the reverse) oil on board $35 \times 27cm$ (13 3/4 x 10 5/8in).

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

Provenance

Galeries Mignon-Massart, Nantes.

268 ^{AR}

MARCEL DYF (1899-1985)

Coquelicots au pot gris signed 'Dyf' (lower right) oil on canvas 73.7 x 61cm (29 x 24in). Painted circa 1950

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

The authenticity of this work has kindly been confirmed by Madame Claudine Dyf.

Provenance

Frost & Reed, London, no. 30260. W. Russell Button Gallery, Chicago.





270

269 AR JAMES ENSOR (BELGIAN, 1860-1949)

Garden of love with little dog signed 'ensor' (lower left); signed 'ensor' (on the reverse) colour chalk on paper 15 x 23cm (5 7/8 x 9 1/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

This work is sold with a written opinion from the Ensor Advisory Committee. We are grateful to the Ensor Advisory Committee for their assistance in cataloguing this lot.

Provenance

Galerie Georges Giroux, Brussel. Private collection, Belgium.

The subject of the Garden of love has always fascinated James Ensor. In his early years he copied Watteau and developed the subject in his paintings. Later on and specifically in 1911, he created his own ballet-pantomime entitled La Gamme d'Amour. He was the writer, the scenarist, the musician, the designer of the costumes and the painter of the decors. After 1911 the Garden of love remained one of his favourite subjects that he developed in his paintings and drawings. The present drawing in coloured chalk, belongs to this group and has probably been realized between 1920 and 1939. (Francine-Claire Legrand, Ensor, La mort et le charme. Un autre Ensor, Antwerp, 1993, pp. 67-69).

270

EUGENE BOUDIN (1824-1898)

Deux cochons stamped with the artist's initials 'E.B' (lower right) black and white chalk on blue paper $11 \times 22.2cm$ (4 5/16 x 8 3/4in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

The authenticity of this work has kindly been confirmed by Monsieur Manuel Schmit and will be included in the forthcoming *catalogue raisonné* of the works on paper of Eugène Boudin currently being prepared.





BERTHE MORISOT (1841-1895)

Femme et enfant au bois stamped with the artist's initials 'B.M' and numbered 'no 25' (lower right); further inscribed 'For my grand-daughter 23.10.1970./Suzanne Eisendieck' (on the reverse) pencil on paper laid on card 53.4 x 40.5cm (21 x 15 15/16in).

£3,500 - 5,500 €4,700 - 7,400 US\$5,400 - 8,500 The authenticity of this work has kindly been confirmed by Monsieur Yves Rouart and it has been suggested that this drawing is a study for the painting *Femme et fillette au bord du lac* (1894) as listed in the *catalogue raisonné* by Alain Clairet, Delphine Montalant and Yves Rouart: *Berthe Morisot*, 1841-1895; Paris, 1997 no. 418.

Provenance

Gifted by Mrs Suzanne Eisendieck to her grand-daughter.

Exhibited

Paris, Musée Jacquemart-Andre, Exposition Berthe Morisot.





272





272

272 MAX LIEBERMANN (1847-1935)

Bildnis der Frau des Künstlers, eingenickt signed with the artist's initials 'ML' (centre right)

charcoal on paper 10 x 14.5cm (3 15/16 x 5 11/16in). Executed *circa* 1925. Together with two further works by the same

artist (framed as one), titled Strandszene bei Noordwijk aan Zee mit buddelnden Kindern und zwei auf den Sand gezogenen Segelbooten and Junge Leute eingehakt spazierend - Studie zu "Sonntagnachmittag in Laren"(recto); Zwei studien: eine zweirädridge Karre und ein Mann, der eine Tür öffnet (verso)(2)

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

The authenticity of these works has kindly been confirmed by Dr. Margreet Nouwen.

Provenance

Kraus Collection, London, *circa* 1960s. Thence by descent to the present owner.



273 AR

ALFRED KUBIN (1877-1959)

The Crucifix signed 'Kubin' (lower right) pen and ink over traces of pencil on paper *image 29.5 x 21.5cm (11 5/8 x 8 7/16in); sheet 38.5 x 28.5cm (15 3/16 x 11 1/4in).* Executed *circa* 1925-1928 Together with another work by the same artist, titled *The attack* signed 'Kubin' (centre right); inscribed 'Zwickledt für Marianneum 28/ Juli 1929 Alfred' (lower right) ink and wash over traces of pencil on paper 24.4 x 34.4cm (9 5/8 x 13 9/16in). Executed in 1929

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

The authenticity of these works has kindly been confirmed by Dr. Annegret Hoberg from the Städtische Galerie im Lenbachhaus, Kubin-Archiv.

Provenance

Lukas Grafe, Austria (a gift from the artist). J. & R. M. Blumfield (a gift from the above). Thence by descent to the present owner.

274

MAXIMILIEN LUCE (1858-1941)

L'exécution de Varlin, (esquisse) signed and indistinctly inscribed 'Luce' (lower left) oil on card *47.5 x 65.5cm (18 11/16 x 25 13/16in).* Painted *circa* 1910-1917

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Provenance

Collection Feltkamp, Belgium. Acquired from the above by the present owner.

Literature

J. Bouin-Luce & D. Bazetoux, *Maximilien Luce: Catalogue Raisonné de l'oeuvre peint*, Vol. II, Paris, 1986, no. 1701 (illustrated p. 414).



273







276

275 AR CARLOS NADAL (1917-1998)

La cathédrale de Barcelone signed 'CNadal' (lower right); signed, dated and dedicated 'Pour le jolie et sympatique/ Madame Solomon avec/tout mon - amitié/ CNadal/25-9-87' (on the mount backboard); stamped with the artist's atelier stamp 'Atelier Carles Nadal' (on the reverse of the mount backboard) gouache and watercolour on paper 19 x 24.2cm (7 1/2 x 9 1/2in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

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

Provenance

Purchased directly from the artist by the present owner.

Exhibited

London, The Solomon Gallery, 1987.

276^{AR}

CARLOS NADAL (1917-1998)

El restaurante signed and dated 'CNadal/79' (lower right); signed and titled 'el restaurante/CNadal' (on the reverse) watercolour, gouache and crayon on paper $18 \times 29cm$ (7 1/16 x 11 7/16in).

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

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

Provenance

Private collection, UK. Anon. sale, Tennants Auctioneers, North Yorkshire, 21 April 2009, lot 697. Private collection, UK (acquired at the above sale).

Exhibited

Harrogate, Harrogate Festival Exhibition, *Carlos Nadal*, 1984, no. 67.

A Monsieur Salomon Avec ma vive Sympathie & 27-4-1987 Jude

277 AR

CARLOS NADAL (1917-1998)

La plage II

signed and dated 'CNadal 1987' (centre right); signed, dated and dedicated 'A Monsieur Solomon/avec ma vive/Sympathie le 27-4-1987/CNadal' (lower centre) watercolour and gouache on paper 43.8 x 31.8cm (17 1/4 x 12 1/2in).

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

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

Provenance Gifted directly from the artist to the present owner's husband.

Exhibited London, The Solomon Gallery, 1987.

Literature

J. Duncalfe & H. Diaper, *Carlos Nadal 1917-1988 Works on Paper*, Harrogate, 2014 (illustrated p. 276).



278 ^{AR} **CARLOS NADAL (1917-1998)** *La plage* signed 'C Nadal' (lower right); stamped with the artist's atelier stamp 'Atelier Carles Nadal' (on the reverse) oil on canvas 54 x 65cm (21 1/4 x 25 9/16in).

£15,000 - 20,000 €20,000 - 27,000 US\$23,000 - 31,000

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



279 ^{AR} CARLOS NADAL (1917-1998)

Le casino signed 'CNadal' (lower right); signed, titled and stamped with the artist's atelier stamp 'Atelier Carles Nadal/Le Casino/CNadal' (on the reverse) oil on canvas *64.7 x 81.3cm (25 1/2 x 32in).*

£15,000 - 20,000 €20,000 - 27,000 US\$23,000 - 31,000

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

Provenance

Duncalfe Galleries, Harrogate & London, no 8761. Acquired from the above by the present owner, 24 September 1990.





280 ^{AR} **CLAUDE VENARD (1913-1999)** *Baigneuse allongée*

signed and dated 'C. VENARD 59' (lower right) oil on canvas 81.5 x 100cm (32 1/16 x 39 3/8in). Painted in 1959

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

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

281 ^{AR}

CLAUDE VENARD (1913-1999)

Nature morte en bleu signed 'C. VENARD' (lower right) oil on canvas 100 x 100cm (39 3/8 x 39 3/8in).

£3,500 - 5,500 €4,700 - 7,400 US\$5,400 - 8,500

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



282 AR CLAUDE VENARD (1913-1999)

Nature morte signed 'C. VENARD' (lower left) oil on canvas 60 x 120cm (23 5/8 x 47 1/4in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

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

283 AR

CLAUDE VENARD (1913-1999)

Nature morte aux fleurs oil on canvas 65 x 54cm (25 9/16 x 21 1/4in).

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400

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







284 ^{AR} CLAUDE VENARD (1913-1999)

Scène de rue signed 'C. VENARD' (lower right) oil on canvas 100 x 100cm (39 3/8 x 39 3/8in).

£3,500 - 5,500 €4,700 - 7,400 US\$5,400 - 8,500

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

285 AR

JOSEPH LACASSE (FRENCH, 1894-1975)

Composition abstraite en rouge et bleu signed and dated 'Joseph Lacasse/1933' (lower left) oil on paper laid down on canvas 49.5 x 40cm (19 1/2 x 15 3/4in). Painted in 1933

£2,500 - 3,500 €3,400 - 4,700 US\$3,800 - 5,400



286 ^{AR} JOSEPH LACASSE (FRENCH, 1894-1975)

Nature morte aux fruits signed and dated 'Lacasse/1913-14' (centre right); signed, titled, dated and inscribed 'Lacasse/Nature mort[sic]les fruits/1913-14/ Tournai' (on the reverse) oil on canvas 160 x 99cm (63 x 39in). Painted circa 1913-1914

£6,000 - 8,000 €8,100 - 11,000 US\$9,200 - 12,000

Provenance

The BAT Artventure Collection formerly known as the Peter Stuyvesant Collection, Sotheby's, Amsterdam, 4 October 2011, lot 93. Private collection, UK (acquired at the above sale).





288



289

287 ^{AR} HENRI HAYDEN (1883-1970)

La corbeille et la bouteille signed and dated 'Hayden/69' (lower left) oil on canvas 60 x 73cm (23 5/8 x 28 3/4in). Painted in 1969

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

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

Provenance Waddington Galleries London, no. 3073.

288 AR

HENRI HAYDEN (1883-1970)

Mont Moyen signed and dated 'Hayden/60' (lower right) oil on canvas 54 x 65.4cm (21 1/4 x 25 3/4in). Painted in 1960

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

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

Provenance Waddington Galleries, London, no. S5578.

289 AR

JEAN HUGO (1894-1984)

L'arbre en fleurs signed 'Jean Hugo' (lower right) oil on canvas 22.5 x 32cm (8 7/8 x 12 5/8in).

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Provenance Michael Parkin Fine Art Ltd, London (acquired by Wasey Campbell Ewald).





CAMILLE HILAIRE (1916-2004) *La grande falaise* signed 'Hilaire' (lower left); signed, titled and

inscribed 'G. 12/La grande falaise/Hilaire' (on the reverse) oil on canvas 100 x 100cm (39 3/8 x 39 3/8in).

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

291 ^{AR}

290 ^{AR}

CAMILLE HILAIRE (1916-2004)

Le clos Normand signed 'Hilaire' (lower right); signed and titled 'Le clos Normand/Hilaire.' (on the reverse) oil on canvas 73 x 91cm (28 3/4 x 35 13/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600





293

292 AFTER PABLO PICASSO (1881-1973)

Portrait de femme au chapeau à pompons et au corsage imprimé wool tapestry in colours with embroidered signature and dedication 'Pour Sabartés/mon ami Picasso' (lower right); titled and numbered '296/500' (on a label on the reverse), published by Desso, Netherlands, under the license of succession Picasso. 96 120 x 90cm (47 1/4 x 35 7/16in).

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

293 AFTER PABLO PICASSO (1881-1973)

Femme assise dans un feauteuil rouge wool tapestry in colours with embroidered signature 'Picasso' (upper right); titled and numbered '357/500' (on a label on the reverse), published by Desso, Netherlands, under the license of succession Picasso. 96

115 x 90cm (45 1/4 x 35 7/16in).

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

PABLO PICASSO (1881-1973)

Visage barbu

stamped and numbered 'Madoura/Plein Feu/Empreinte original de Picasso/83/100' (underneath) partially glazed ceramic plate 25cm (9 13/16in) diameter Conceived on 29 June 1959 and executed in a numbered edition of 100

£1,800 - 2,200 €2,400 - 3,000 US\$2,800 - 3,400

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 413 (another version illustrated p. 218).

295 ^{AR}

PABLO PICASSO (1881-1973)

Taureau, marli aux feuilles stamped, marked and numbered 'Madoura Plein Feu/Edition Picasso/ Edition Picasso/Madoura/K118/193/500' (underneath) unglazed terracotta plate 23cm (9 1/16in) diameter Conceived on 22 January 1957 and executed in a numbered edition of 500

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

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971* Madoura, 1988, no. 394 (another version illustrated p. 203).

296 AR

PABLO PICASSO (1881-1973)

Quatre danseurs

stamped 'Madoura/Plein Feu/Empreinte/originale de/Picasso' (underneath)

partially glazed ceramic convex wall plaque with oxidized paraffin 25 x 24.5cm (9 13/16 x 9 5/8in).

Conceived on 22 February 1956 and executed in an edition of 450

£1,500 - 2,000 €2,000 - 2,700 US\$2,300 - 3,100

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 314 (another version illustrated p. 160).









PABLO PICASSO (1881-1973)

Hibou stamped and marked 'Edition Picasso/Madoura/Edition/Picasso/ Madoura' (underneath) glazed ceramic pitcher 24.4cm (9 5/8in) high Conceived in 1954 and executed in an edition of 500

£3,000 - 5,000 €4,100 - 6,800 US\$4,600 - 7,700

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971, Madoura, 1988, no. 253 (another version illustrated p. 133).*



PABLO PICASSO (1881-1973)

Chouette stamped, inscribed and numbered 'Edition Picasso/137/350/Madoura Plein Feu/Edition Picasso' (underneath) glazed and engraved ceramic vase 31cm (12 3/16in) high Conceived in 1969 and executed in a numbered edition of 350

£4,000 - 6,000 €5,400 - 8,100 US\$6,200 - 9,200

Literature

A. Ramié, *Picasso, Catalogue of the Edited Ceramic Works, 1947-1971*, Madoura, 1988, no. 602 (another version illustrated p. 290).





299 **LEON ZACK (RUSSIAN/FRENCH, 1892-1980)** Portrait signed in Latin (upper right) oil on canvas 80.8 x 60cm (31 13/16 x 23 5/8in).

£2,000 - 4,000 €2,700 - 5,400 US\$3,100 - 6,200

Provenance Private collection, Belgium.

EMILIO GRECO (ITALIAN, 1913-1995)

Bagnante signed and dated 'GRECO 1958' (on the base) bronze with brown patina 56.6 cm (22 5/16 in) high Conceived in 1958

£5,000 - 7,000 €6,800 - 9,500 US\$7,700 - 11,000

The authenticity of this work has kindly been confirmed by Professor Carlo Pirovano and is registered under archive no. PB01/2015.

Provenance

Galerie Württembergisher Kunstverein, Stuttgart. Acquired from the above in April-May 1959. Thence by descent to the present owner.







301 BEAUFORD DELANEY (AMERICAN, 1901-1979) Untitled, 1961

signed and dated 'Beauford Delaney 1961' (lower right) watercolour and mixed media on paper $65 \times 50cm$ (25 9/16 x 19 11/16in).

£2,000 - 3,000 €2,700 - 4,100 US\$3,100 - 4,600

Provenance

Acquired directly from the artist by the previous owner. Thence by descent.

Beauford Delaney was an important modernist painter who played an integral part of the Harlem Renaissance, the creative and intellectual heart of African American culture. He counted James Baldwin, Alfred Stieglitz and Georgia O'Keefe amongst his friends. Delaney moved to New York in 1929 at the height of the Great Depression, where he witnessed the plight of the city's disenfranchised poor who were to become the subject matter of many of his engaging paintings. Heavily influenced by the free form spontaneity of jazz, he also developed a pioneering style of abstract painting that was expressionistic in its execution and non-objective in its depiction. His decision to move to Paris in 1953 as the centre of the art world shifted in the opposite direction perhaps seems misjudged in hindsight. Abstract Expressionism had started to gain critical acclaim in New York whilst Delaney's failure to achieve the acclaim he deserved was exacerbated by penury, alcoholism and mental illness. When the artist died in 1979, he was buried in an unmarked grave in a Paris cemetery. Beauford Delaney's works are housed in important American institutions and collections, efforts continue afoot to readdress the balance, and his remarkable portraits and abstractions, such as the present work, are captivating a new generation of collectors today.

302 AR

GUIDO BIASI (ITALIAN, 1933-1984)

Evidence médianique signed and dated 'g. biasi. P. 1961.' (lower right) oil on canvas *100 x 81.3cm (39 3/8 x 32in).* Painted in 1961

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

End of Sale

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THE MARINE SALE

Wednesday 15 April 2015 Knightsbridge, London

MONTAGUE DAWSON (BRITISH, 1890-1973) Flying Spume - the Adelaide

Flying Spume - the Adela Oil on canvas **£60,000 - 80,000**

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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* 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 Buver. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any

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

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

25% up to £50,000 of the *Hammer Price* 20% from £50,001 to £1,000,000 of the *Hammer Price* 12% from £1,000,001 of the *Hammer Price*

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

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

8. VAT

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

The following symbols are used to denote that VAT is due on the Hammer Price and Buyer's Premium:

- + VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- * VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium

- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate will be added to Buyer's Premium which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

Cash: you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge; Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

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

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supportingmuseums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or

any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non–Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale. Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and *VAT* is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance *VAT* and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- $\approx~$ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

RISK, PROPERTY AND TITLE

5

5.1

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

PAYMENT

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

COLLECTION OF THE LOT

7

7.5

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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9.1

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

10 MISCELLANEOUS

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

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

GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

If you have not collected the *Lot* by the date specified in the *Notice* to *Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

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- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

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6.1

6.2

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

FORGERIES

9

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

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

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

12 MISCELLANEOUS

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

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

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary. "Consignment Fee" a fee payable to Bonhams by the Seller

calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant

purpose outside his trade, *Business* or profession. "Contract Form" the *Contract Form*, or vehicle *Entry* form, as

applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*. "Contract for Sale" the *Sale* contract entered into by the

"Contract for safe the safe 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 Safe 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 "your" and "your". "Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

"risk": the possibility that a Lot may be lost, damaged,

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- 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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Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

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Entertainment

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Golf Sporting Memorabilia Kevin Mcgimpsey +44 1244 353123

Irish Art Penny Day +44 20 7468 8366

Impressionist & Modern Art UK India Phillips +44 20 7468 8328 U.S.A Tanya Wells +1 917 206 1685

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Natural History U.S.A Claudia Florian +1 323 436 5437

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