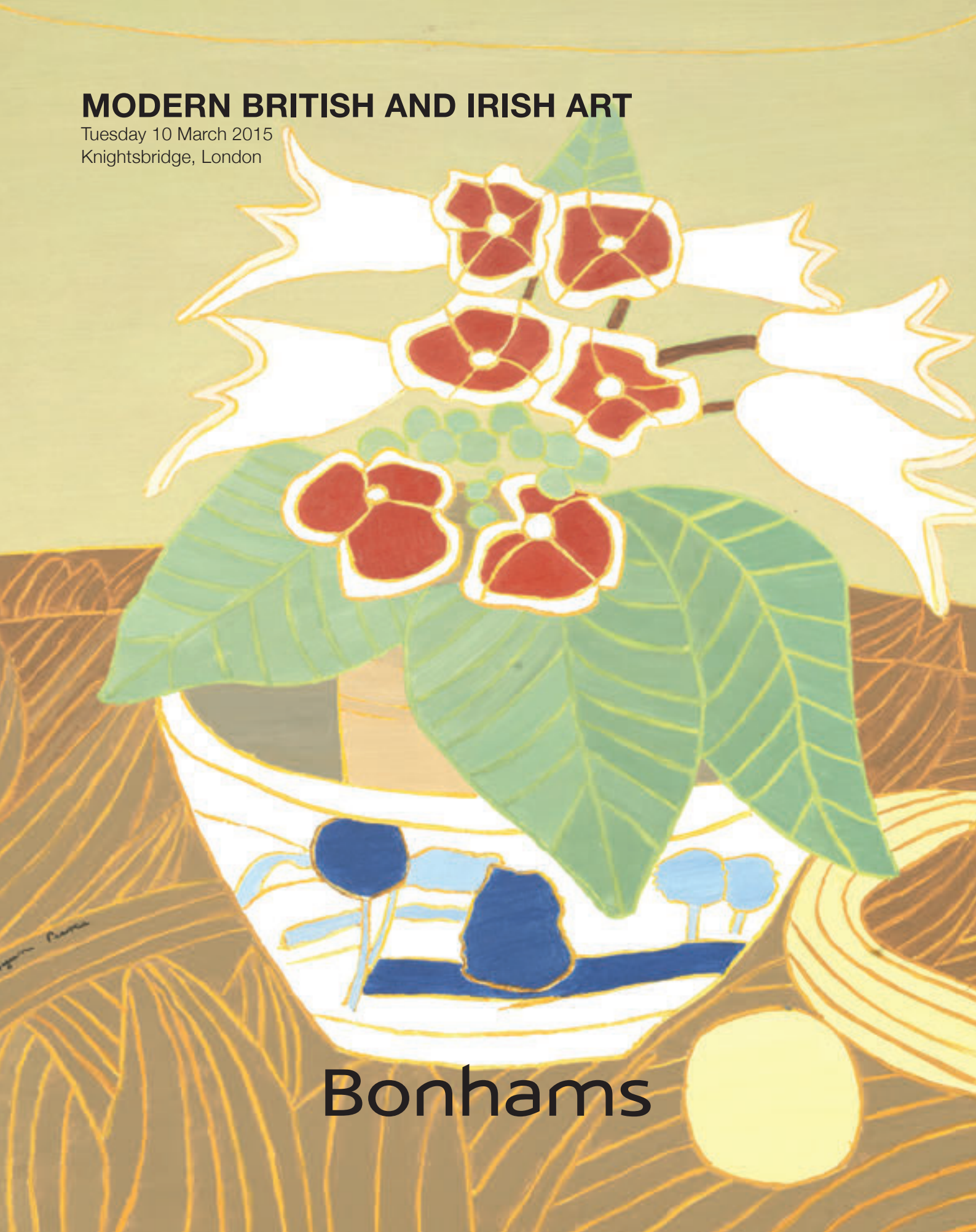
MODERN BRITISH AND IRISH ART

Tuesday 10 March 2015
Knightsbridge, London



Bonhams

MODERN BRITISH AND IRISH ART

Tuesday 10 March 2015 at 14.00
Knightsbridge, London

BONHAMS
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www.bonhams.com

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09.00 – 16.30
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Please see page 2 for bidder information including after-sale collection and shipment

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ILLUSTRATION
Front cover: Lot 110
Back cover: Lot 14
Inside front: Lot 44
Inside back: Lot 174

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

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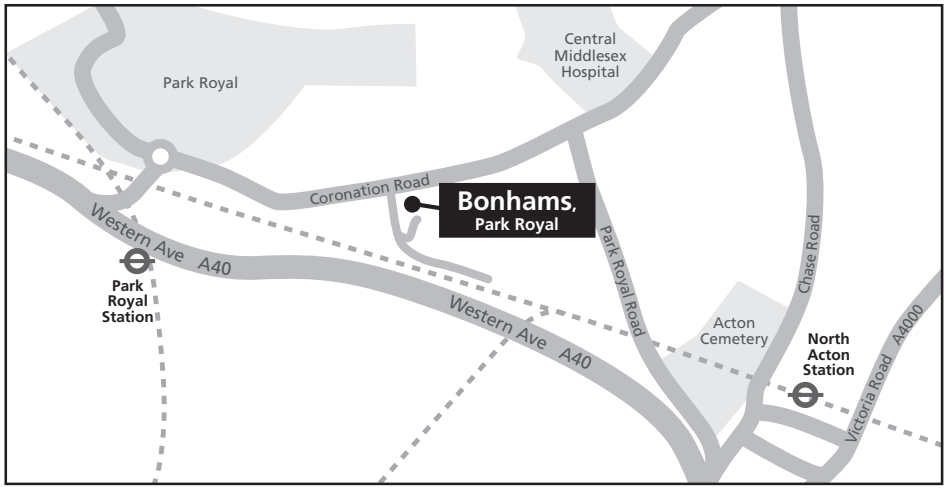

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Paintings and Frames marked with W

Transfer per lot	£20.00
Daily storage per lot	£3.40

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By credit card / debit card

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† VAT 20% on hammer price and buyer's premium

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W These lots will be removed to Bonhams Park Royal Warehouse after the sale. Please read the sale information page for more details.

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

BUCKINGHA

1

2

1 AR

DONALD MCINTYRE (BRITISH, 1923-2009)
Sandend No. 1
signed with initials 'DMc' (lower right), acrylic on board
29 x 41.3cm (11 7/16 x 16 1/4in).

£1,500 - 2,000
€2,000 - 2,700

Exhibited
London, Portland Gallery, *Donald McIntyre, Alan Lowndes & Peter Brook Exhibition*, July 2011, no. 19

2 AR

DONALD MCINTYRE (BRITISH, 1923-2009)
Close Cullen
signed with initials 'DMc' (lower right), acrylic on board
29 x 41cm (11 7/16 x 16 1/8in).

£1,000 - 1,500
€1,300 - 2,000

Exhibited
London, Portland Gallery, *Donald McIntyre, Alan Lowndes & Peter Brook Exhibition* , July 2011, no. 18

3

3 AR

DONALD MCINTYRE (BRITISH, 1923-2009)
The Wave
signed 'DMcINTYRE' (lower right), oil on board
50 x 61.5cm (19 11/16 x 24 3/16in).

£5,000 - 7,000
€6,700 - 9,300

4

4

5

4 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Hasting Pier Evening; Evening Sky Camber
a pair; both signed 'Cuming' (lower left), oil on board
each 15.5 x 20 cm (6 x 8 in)(2)

£1,500 - 2,000
€2,000 - 2,700

5 AR

RICHARD EURICH A.R.A. (BRITISH, 1903-1992)

Hythe
signed and dated 'R Eurich 79' (lower left); inscribed and further signed (on board verso), oil on board
17.5 x 22.5cm (6 7/8 x 8 7/8in).
together with a card inscribed by the artist

£1,000 - 1,500
€1,300 - 2,000

Provenance
With The Fine Art Society

Exhibited
New English Art Club, The Mall Galleries, 1979

6 AR

BERNARD DUNSTAN, R.A. (BRITISH, BORN 1920)

'Green lamp (white nightdress)'
signed with initials 'BD' (lower left); titled and dated '10.04' (on board verso), oil on canvas laid to board
25 x 25cm (9 13/16 x 9 13/16in).

£1,500 - 2,000
€2,000 - 2,700

6

7 AR

BERNARD DUNSTAN, R.A. (BRITISH, BORN 1920)

'In the bathroom'
signed with initials 'BD' (lower left); further titled and dated '93' (board verso), oil on board
29 x 35.4cm (11 7/16 x 13 15/16in).

£1,500 - 2,000
€2,000 - 2,700

Exhibited
London, New English Art Club, 1994

7

8

8 AR

DONALD HAMILTON FRASER RA (BRITISH, 1929-2009)
Seascape with boat
signed 'Fraser' (lower left), oil on paper
31 x 23.7cm (12 3/16 x 9 5/16in).

£1,500 - 2,000
€2,000 - 2,700

9 AR

DONALD HAMILTON FRASER RA (BRITISH, 1929-2009)
Bow and spinnaker
signed 'Fraser' (lower right),
oil on paper
46.5 x 59.5cm (18 5/16 x 23 7/16in).

£2,000 - 3,000
€2,700 - 4,000

9

10 AR

DONALD HAMILTON FRASER RA (BRITISH, 1929-2009)
Small jetty, Aegean Sea
signed 'Fraser' (lower left), oil on paper
40.5 x 30.5cm (15 15/16 x 12in).

£1,500 - 2,000
€2,000 - 2,700

11 AR

DONALD HAMILTON FRASER RA (BRITISH, 1929-2009)
'From a winter journey'
signed 'Fraser' (lower right); bears title (on board verso),
oil on paper
45.5 x 61cm (17 15/16 x 24in).

£3,000 - 5,000
€4,000 - 6,700

10

11

12

13

12 AR

SIR KYFFIN WILLIAMS R.A. (BRITISH, 1918-2006)

Rough Sea, Tre Arddur
signed with initials 'KW' (lower right), watercolour
36 x 55cm (14 3/16 x 21 5/8in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
With Thackeray Gallery

13 AR

SIR KYFFIN WILLIAMS R.A. (BRITISH, 1918-2006)

Farmer and sheep dog, Snowdonia
pencil and watercolour
37 x 56cm (14 9/16 x 22 1/16in).

£4,000 - 6,000
€5,300 - 8,000

14 AR

SIR KYFFIN WILLIAMS R.A. (BRITISH, 1918-2006)

Hill farmer
signed with initials 'KW' (lower right),
pencil and watercolour
36 x 28cm (14 3/16 x 11in).

£3,000 - 5,000
€4,000 - 6,700

15 AR

SIR KYFFIN WILLIAMS R.A. (BRITISH, 1918-2006)

Sheepdog
signed with initials 'KW' (lower right),
pencil and watercolour
22.2 x 31.4cm (8 3/4 x 12 3/8in).

£2,000 - 3,000
€2,700 - 4,000

14

15

16

17

18

16 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

An Italian square
signed 'Ken Howard' (lower right), oil on canvas board
27 x 34.5cm (10 5/8 x 13 9/16in).

£1,000 - 1,500
€1,300 - 2,000

17 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

'Almyros Beach, Crete'
signed 'Ken Howard' (lower right); titled (on board verso), oil on canvas board
20.5 x 25.5cm (8 1/16 x 10 1/16in).

£1,000 - 1,500
€1,300 - 2,000

18 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Deserted sidings, Feltham
signed 'Ken Howard' (lower right), oil on board
16 x 44cm (6 5/16 x 17 5/16in).
together with a letter from Howard, dated 21st July 71, asking the vendors permission to loan this work for an Exhibition at Plymouth Art Gallery.

£1,000 - 1,500
€1,300 - 2,000

Provenance
Acquired from New Grafton Gallery
Thence by family descent

19 AR

DAVID TINDLE, R.A. (BRITISH, BORN 1932)

Self portrait
signed 'Tindle' (lower right), oil on board
81 x 61cm (31 7/8 x 24in).
with a painting of a 'View through a Window' (on board verso)

£1,200 - 1,800
€1,600 - 2,400

20 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)

Nude in an interior
signed 'Ken Howard' (lower right), oil on canvas
61 x 50cm (24 x 19 11/16in).

£2,000 - 3,000
€2,700 - 4,000

19

20

21

21 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)
Sarah
signed with initials 'SEVD' (lower right), oil on board
55.5 x 44cm (21 7/8 x 17 5/16in).

£2,000 - 3,000
€2,700 - 4,000

22

22 AR

NEALE WORLEY (BRITISH, BORN 1962)
Evening Pose, Zoe
signed and dated 'N.Worley 08' (on canvas verso), oil on canvas
61 x 52cm (24 x 20 1/2in).

£1,000 - 1,500
€1,300 - 2,000

23

23 AR

KEN HOWARD R.A. (BRITISH, BORN 1932)
Dora, silver and white
signed 'Ken Howard' (lower right), oil on canvas
30.5 x 60.5cm (12 x 23 13/16in).

£3,500 - 4,500
€4,700 - 6,000

24

25

24 AR

FRED YATES (BRITISH, 1922-2008)
The Three Tuns
signed 'Fred Yates' (lower left)
oil on canvas
50.7 x 77.2 cm. (20 x 30 in.)

£1,500 - 2,000
€2,000 - 2,700

25 AR

FRED YATES (BRITISH, 1922-2008)
Street with viaduct
atelier Fred Yates stamp (on stretcher verso), oil on canvas
73 x 100cm (28 3/4 x 39 3/8in).
unframed

£2,000 - 3,000
€2,700 - 4,000

26

26 AR

FRED YATES (BRITISH, 1922-2008)
'Arise for Her Majesty and Corgis'
signed 'FRED YATES' (lower right), oil on canvas
60 x 81.5cm (23 5/8 x 32 1/16in).

£3,000 - 5,000
€4,000 - 6,700

27

27

27 AR

JOHN BELLANY CBE RA HRSA LLD(LON) (BRITISH, 1942-2013)

Woman with fish; Woman with red hair
a pair; each signed 'Bellany' (lower right), watercolour
each 54 x 36cm (21 1/4 x 14in)(2)

£2,000 - 3,000
€2,700 - 4,000

28 AR

JOHN BELLANY CBE RA HRSA LLD(LON) (BRITISH, 1942-2013)

Odalisque
signed 'Bellany' (upper right), oil on canvas
51.5 x 38.5cm (20 1/4 x 15 3/16in).

£1,500 - 2,000
€2,000 - 2,700

29 AR

JOHN BELLANY CBE RA HRSA LLD(LON) (BRITISH, 1942-2013)

Figures with boat beyond
signed 'Bellany' (lower right), ink and watercolour
57 x 82cm (22 7/16 x 32 5/16in).

£1,000 - 1,500
€1,300 - 2,000

28

29

30

31

30 AR

ROY TURNER DURRANT (BRITISH, 1925-1998)

Standing figure
signed and dated 'durrant/66' (upper and lower right), gouache, watercolour and ink
46 x 30.5cm (18 1/8 x 12in).

£800 - 1,200
€1,100 - 1,600

31 AR

ROY TURNER DURRANT (BRITISH, 1925-1998)

Untitled - blue and black
dated and signed '63/durrant' (lower left and right), watercolour and gouache
60 x 46cm (23 5/8 x 18 1/8in).

£1,200 - 1,800
€1,600 - 2,400

32

32 AR

ROY TURNER DURRANT (BRITISH, 1925-1998)

'Husband and Wife in Ruins'
dated and titled '1970/durrant' and titled (lower centre); further signed, dated, titled and inscribed (on board verso), mixed media on board
70.5 x 98.5cm (27 3/4 x 38 3/4in).

£2,000 - 3,000
€2,700 - 4,000

33

35

34

33 AR

EUAN UGLOW (BRITISH, 1932-2000)
Standing female nude
pencil
32.5 x 23cm (12 13/16 x 9 1/16in).

£2,000 - 3,000
€2,700 - 4,000

34 AR

EUAN UGLOW (BRITISH, 1932-2000)
Seated nude in profile
pencil
24.5 x 24cm (9 5/8 x 9 7/16in).

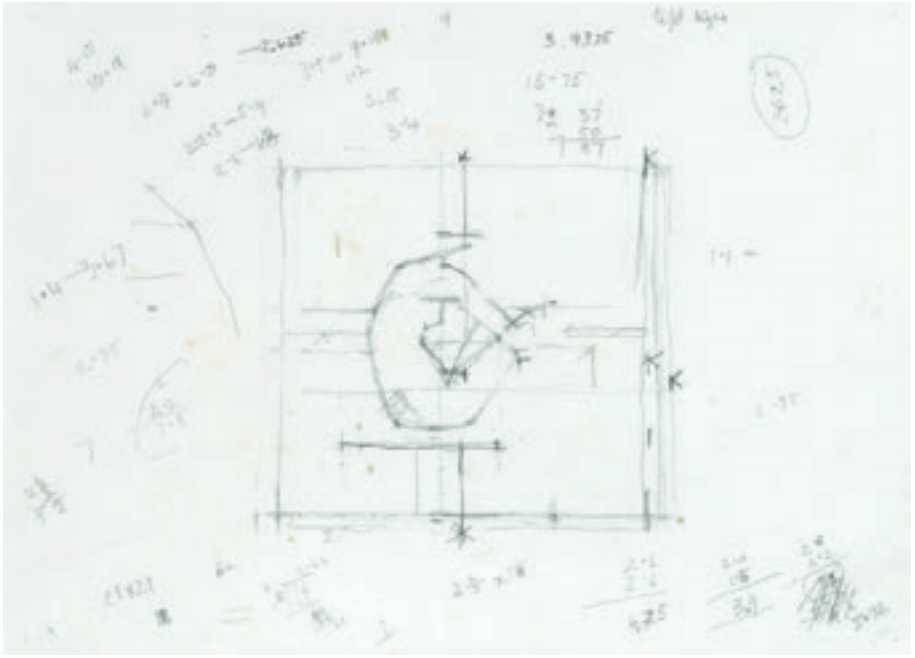
£2,000 - 3,000
€2,700 - 4,000

35 AR

EUAN UGLOW (BRITISH, 1932-2000)
Seated nude study
pencil
32.5 x 23cm (12 13/16 x 9 1/16in).

£2,000 - 3,000
€2,700 - 4,000

36



37

36 AR
EUAN UGLOW (BRITISH, 1932-2000)
Reclining nude
pencil
23 x 33cm (9 1/16 x 13in).

£1,500 - 2,000
€2,000 - 2,700

37 AR
EUAN UGLOW (BRITISH, 1932-2000)
Study for double square
pencil
27.5 x 38cm (10 13/16 x 14 15/16in).
together with another work by the same hand (2)

£1,500 - 2,000
€2,000 - 2,700

Provenance
With Browse and Darby

38

38 * AR

REG BUTLER (BRITISH, 1913-1981)
Study for Figure Bending
signed with monogram and numbered '4/8' (on top of the bronze base)
bronze with a brown patina on a revolvable wooden base
37.1 cm. (14 1/2 in.) high (excluding the wooden base)
Conceived in 1959

£6,000 - 8,000
€8,000 - 11,000

Provenance
With Blair Laing Gallery, Toronto
With Dunkelman Gallery, Toronto

Exhibited
London, Hanover Gallery, *Reg Butler: Sculpture*, June-July 1960, cat.no.20 (another cast)
New York, Pierre Matisse Gallery, *Reg Butler: Recent Sculpture: 1959-1962*, 30 October-17 November 1962, cat.no.35 (another cast)

Literature
Margaret Garlake, *The Sculpture of Reg Butler*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & Aldershot, 2006, p.152, cat. no.186 (ill.b&w, another cast)

39

39 * AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)
Mary Blandford
bronze
47cm (18 1/2ins)(high, including base)

£3,000 - 5,000
€4,000 - 6,700

Literature
Richard Buckle, *Jacob Epstein Sculptor* , The World Publishing Company, Cleveland and New York, 1963, cat.no 284, p.187 (ill.b&w, another cast)

Evelyn Silber, *The Sculpture of Epstein* , Phaidon, Oxford, 1986, p.168, cat.no.204 (ill.b&w, another cast)

40 AR

SYDNEY HARPLEY R.A. (BRITISH, 1927-1992)

Girl in the rain
signed and numbered 'Harpley 7/9', bronze
the bronze 101cm (40in), overall size including marble base approximately 188cm (74in)

£4,000 - 6,000
€5,300 - 8,000

40

41 AR W

RALPH BROWN RA (BRITISH, 1928-2013)

Girl Waking
signed with monogram and numbered '6/8' (on the back of the head) bronze with a green patina
142 cm. (56 in.) long
Conceived in 1981

£7,000 - 10,000
€9,300 - 13,000

Provenance
Private Collection, U.K.

Literature
Geoffrey Ireland, *Ralph Brown*, Middlesex, 1983 (another cast ill.)
Ralph Brown, *Ralph Brown: Sculpture 1970-2000*, South Woodchester, 2000, p. 22-23, (another cast ill.)
Gillian Whiteley, *Social, Savage, Sensual: The Sculpture of Ralph Brown*, Samson & Company, Bristol, 2009, p.163 (another cast col.ill, col.ill p.114-115)

41

42

43

44

42 AR

ETHELBERT WHITE (BRITISH, 1891-1972)
Wooded landscape
signed 'Ethelbert White' (lower right), oil on canvas
54 x 65cm (21 1/4 x 25 9/16in).

£1,000 - 1,500
€1,300 - 2,000

43 AR

ETHELBERT WHITE (BRITISH, 1891-1972)
Country landscape with cow
signed 'Ethelbert White' (lower left), oil on canvas
51 x 61.5cm (20 1/16 x 24 3/16in).

£1,000 - 1,500
€1,300 - 2,000

44 AR

SIMON PALMER (BRITISH, BORN 1956)
He was heavily laden
signed 'Simon Palmer' (lower right), watercolour
36.5 x 54cm (14 3/8 x 21 1/4in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
With Brandler Galleries

47

45

45 AR

EDWARD LE BAS (BRITISH, 1904-1966)

Wild flowers in a jug
signed 'E le Bas' (lower left),
oil on board
51 x 37.5cm (20 1/16 x 14 3/4in).(20 x 14 in.)

£1,500 - 2,500
€2,000 - 3,300

Provenance
With The Lefevre Gallery

Exhibited
London, New Grafton Gallery, January 1978

46 AR

JOHN ARMSTRONG (BRITISH, 1893-1973)

Roses
signed and dated 'John Armstrong 58' (lower right), oil on board
46 x 31cm (18 1/8 x 12 3/16in).

£1,500 - 2,000
€2,000 - 2,700

Literature
Andrew Lambirth, *John Armstrong the Paintings*, London, 2009, p.217, no.642

47 AR

LINDA WEIR (BRITISH, BORN 1951)

'Joyous Spring'
signed with initials and dated 'LW May 2011' (lower right); further dated and initialled (verso), oil on board
60 x 41cm (23 5/8 x 16 1/8in).

£1,000 - 1,500
€1,300 - 2,000

46

48

48 AR

OLWYN BOWEY RA (BRITISH, BORN 1936)

Beehives and brambles
oil on board
122 x 122cm (48 1/16 x 48 1/16in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
New Grafton Gallery

49

49 AR

CAREL WEIGHT R.A. (BRITISH, 1908-1997)

Figures in a Spencer Road garden
oil on canvas board
56.5 x 62cm (22 1/4 x 24 7/16in).

£1,200 - 1,800
€1,600 - 2,400

50

50 AR

CAREL WEIGHT R.A. (BRITISH, 1908-1997)
The day of doom (small version), c.1962
signed 'Carel Weight' (lower right), oil on board
34 x 33cm (13 3/8 x 13in).

£2,000 - 3,000
€2,700 - 4,000

Exhibited
Royal College of Art
Russell-Cotes Art Gallery & Museum, Bournemouth

Literature
RV Weight, *Carel Weight, A Haunted Imagination*, (1994), page 68 and 69 (final version illustrated)

51

52

53

51 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Robin in a landscape with rainbow beyond
signed 'Cuming' (lower left), oil on board
19.5 x 29.5cm (7 11/16 x 11 5/8in).

£1,200 - 1,800
€1,600 - 2,400

52 AR

DAVID TINDLE, R.A. (BRITISH, BORN 1932)

Washing line
egg tempera on board
30 x 41cm (11 13/16 x 16 1/8in).

£1,000 - 1,500
€1,300 - 2,000

53 AR

EDWARD BAWDEN R.A. (BRITISH, 1903-1989)

Hoya Carnosa
inscribed, signed and dated 'Hoya Carnosa/ Edward Bawden/1975' (lower right), watercolour
50 x 66cm (19 11/16 x 26in).

£1,500 - 2,000
€2,000 - 2,700

54

54 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

The Buttonhole
signed 'Cuming' (lower left), oil on canvas board
26 x 20.5cm (10 1/4 x 8 1/16in).
together with another work by the same hand entitled 'At the fairground' (2)

£1,500 - 2,000
€2,000 - 2,700

55 AR

ROY TURNER DURRANT (BRITISH, 1925-1998)

'Theme of flowers'
dated and signed '55/durrant' (lower right); titled and further dated 'February 55' (on board verso), oil on board
43 x 27cm (16 15/16 x 10 5/8in).

£800 - 1,200
€1,100 - 1,600

55

56

57

56 AR

FREDERICK CUMING RA NEAC (BRITISH, BORN 1930)

Sunset on the Venetian Lagoon
signed 'Cuming' (lower left), oil on board
30 x 60cm (11 13/16 x 23 5/8in).

£2,000 - 3,000
€2,700 - 4,000

57 AR

BERNARD NINNES (BRITISH, 1899-1971)

St Ives harbour
signed 'Bernard Ninnes' (lower right), oil on canvas
90 x 105.5cm (35 7/16 x 41 9/16in).

£1,500 - 2,000
€2,000 - 2,700

58

59

58 AR

FREDERICK GORE CBE RA (BRITISH, 1913-2009)

The New Road Meets the Old, Bonnieux
signed 'F.Gore' (lower right), oil on canvas
61.5 x 77cm (24 3/16 x 30 5/16in).
together with a letter from the artist referring to the subject and the purchase of the painting

£1,500 - 2,000
€2,000 - 2,700

Exhibited
London, Royal Academy, *Summer Exhibition*, 2003

59 AR

JOHN STANTON WARD, RA (BRITISH, 1917-2007)

Family in the park
signed 'John Ward' (lower left), oil on canvas
51 x 61cm (20 1/16 x 24in).

£1,500 - 2,500
€2,000 - 3,300

60

60 AR

JOHN BRATBY R.A. (BRITISH, 1928-1992)

Napoleon's Watermelons I
signed 'BRATBY' (upper right); further signed, inscribed with the artist's address and titled (on stretcher verso),
oil on canvas
121 x 91.5cm (47 5/8 x 36in).

£5,000 - 7,000
€6,700 - 9,300

Exhibited
London, The Royal Academy, 1967
Southampton, Southampton City Art Gallery, 2nd March - 24th March 1968.
This work was sold for £180 and was titled 'Melons' during this exhibition.

Provenance
Purchased from the exhibition at Southampton City Art Gallery and thence by descent to the present owner

Literature
The Artist Magazine, July 1967, volume 73, illustrated on the front cover

61 AR

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

Still life with fruit and a bottle
signed and dated 'Fedden 1970' (lower left),
oil on board
61.5 x 51.5cm (24 3/16 x 20 1/4in).
unframed

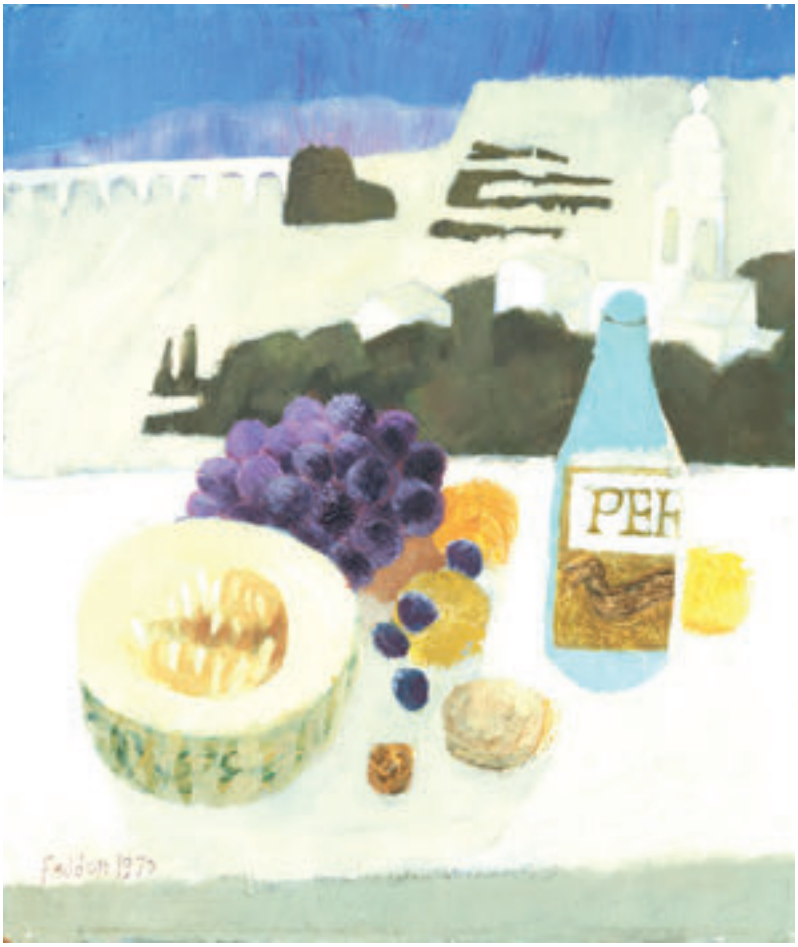
£5,000 - 7,000
€6,700 - 9,300

62 AR

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

The White Rose
signed and dated 'Mary Fedden 1967' (lower left), mixed media and collage
24 x 35cm (9 7/16 x 13 3/4in).

£3,000 - 5,000
€4,000 - 6,700



61

62

63

63 AR

DUNCAN GRANT (BRITISH, 1885-1978)
Entwined lovers
signed with initials and dated 'DG/54' (lower right), watercolour, gouache, pen and pencil
24 x 18cm (9 7/16 x 7 1/16in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
Paul Roche
Thence by descent

64

HENRI GAUDIER-BRZESKA (FRENCH, 1891-1915)
Reclining female nude
pen and ink
25.5 x 38cm (10 1/16 x 14 15/16in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
With The Selective Eye Gallery

64

65 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Paul reclining
signed with initials and dated 'DG/53' (lower right), charcoal
62 x 45cm (24 7/16 x 17 11/16in).
unframed

£1,200 - 1,800
€1,600 - 2,400

Provenance
Paul Roche
Thence by descent

66 AR

DUNCAN GRANT (BRITISH, 1885-1978)

Male nudes wrestling
charcoal, pastel and ink
22.5 x 25.3cm (8 7/8 x 9 15/16in).
unframed; together with five other unframed works on paper by the same hand (6)

£1,000 - 1,500
€1,300 - 2,000

Provenance
Paul Roche
Thence by descent

65

66

67

67 AR

DUNCAN GRANT (BRITISH, 1885-1978)
Still life with Poppies
signed and dated 'D.Grant 69' (lower right); further signed 'D.Grant (lower left), oil on board
55 x 37cm (21 5/8 x 14 9/16in).

£3,000 - 5,000
€4,000 - 6,700

Provenace
With Anthony d'Offay

68 AR

RUSKIN SPEAR R.A. (BRITISH, 1911-1990)
At the table
circa 1960s, bears indistinct inscription on label (verso), oil on board
50 x 75cm (19 11/16 x 29 1/2in).

£3,000 - 5,000
€4,000 - 6,700

We are grateful to Mr Roger Spear for his assistance in cataloguing this lot

68

69 AR

DUNCAN GRANT (BRITISH, 1885-1978)
Still life with bottle, fruit and shell
signed and dated 'D.Grant/48' (lower left), oil on paper
29 x 40cm (11 7/16 x 15 3/4in).

£2,000 - 3,000
€2,700 - 4,000

70 AR

DUNCAN GRANT (BRITISH, 1885-1978)
Table top still life
signed 'Duncan Grant' (lower right), oil on canvas
46 x 70cm (18 1/8 x 27 9/16in).

£3,000 - 5,000
€4,000 - 6,700

Provenance
With The Brook Street Art Gallery
Private collection

From its style and subject-matter, this still life was almost certainly painted in the South of France in the winter of 1921-22 when Grant and Vanessa Bell and her family rented a house for several months in St.Tropez. The objects depicted do not appear in any of Grant's still lifes painted in England; and the produce spilling from the shopping pannier suggests a French rather than an English market.
The painting is a good example from a transitional moment in Grant's work. His earlier bright palette is partially retained as is the rhythmic fluency of the objects across the canvas. But already there is a sense of sobriety and discretion in the colour, something he was to develop in the early 1920s through a greater three-dimensionality and a darker palette. The work suggests Grant's love of Spanish bodegon still life as well as his parallels with the exactly contemporaneous still lifes of André Derain.

We are grateful to Mr. Richard Shone for his assistance in cataloguing this lot

69

70

71

71 * AR

AUGUSTUS EDWIN JOHN O.M. (BRITISH, 1878-1961)
Portrait of a young woman
signed 'John' (centre right) and inscribed 'to Dr Jerome Martin/ Ziegler/1923' (lower right), charcoal
35.5 x 25.5cm (14 x 10in)

£2,000 - 3,000
€2,700 - 4,000

Provenance
The Artist, gifted to Dr Jerome Ziegler
Thence by descent until acquired by the present owner

The present lot is referred to in Martin Birnbaum's book *The Last Romantic, The Story of More Than a Half Century in the World of Art*, 1960. Birnbaum writes that Augustus John, on arriving in America 'became very enthusiastic about the stimulating exhilarating atmosphere of New York. John was especially excited about his frequent visits to Harlem. About this time his health began to run down. A large carbuncle formed on his brow, and my nephew, the late Dr Jerome Martin Ziegler, removed it. The artist afterward presented him with an attractive, though rather academic, portrait of a pretty Harlem Negro woman.'

However, Lord P.Vickers Ridley-Tree has suggested in a letter to the present owner that the picture is in fact a portrait of his late aunt Iris Tree, who was a model for John and various other artists of the time including Duncan Grant, Jacob Epstein and Modigliani.

72

72 AR

DAVID BOMBERG (BRITISH, 1890-1957)
Head of a Girl
signed and dated 'Bomberg 45' (lower right)
brown chalk
56 x 37.5cm (22 1/16 x 14 3/4in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
With Fosse Gallery where purchased by the present owner

73

73 * AR

AUGUSTUS EDWIN JOHN O.M. (BRITISH, 1878-1961)
Ethel Quinn Curtiss
signed 'John' (upper right)
oil on canvas
101.6 x 71.1 cm. (40 x 28 in.)
Painted in 1931

£3,000 - 4,000
€4,000 - 5,300

Provenance
The sitter, thence by family descent to the present owner
Private Collection, U.S.A.

Exhibited
Pittsburgh, Carnegie Institute, cat.no.108

Ethel Quinn Curtiss was born in New York to Thomas S. Quinn & Ellen Morgan Quinn and as a young girl was taken to Europe to be educated. She became fluent in French and German and developed a love of opera which would remain with her throughout her life. As a young lady she returned to the U.S.A. and continued education in Colorado. She met Roy A. Curtiss, a financier and sportsman, during a summer in the Berkshires, they married on the 5th of June 1907, moved to New York City and had four sons; Roy, Franklin, Sidney and Thomas (who became the noted film and theatre critic for the International Herald Tribune from the 1950s-1980s).

Following the dissolution of her marriage in 1921 Curtiss's lawyer A.A. Berle who would go on to be a founding member of Franklin Roosevelt's Brain Trust, secured her a extremely favourable settlement. This included a clause entitling her to permanent residency for a fixed rate rent in the Waldorf Astoria Hotel, apartment 3928. Despite attempts to break this clause Curtiss remained at the Waldorf until her death in 1974.

The present work was commissioned in 1931.

74

74 AR

CERI RICHARDS (BRITISH, 1903-1971)
Portrait of Dr Liliane Clopet
oil on canvas
61 x 51cm (24 x 20 1/16in).
unframed

£1,500 - 2,000
€2,000 - 2,700

Ceri Richard became friends with the sitter, Dr Liliane Clopet, and her partner Kathleen Freeman, when he moved to Cardiff in 1942. Clopet wrote a children's book, Once Upon a Time (Frederick Muller, 1944), illustrated by William Heath Robinson and Freeman wrote detective stories very successfully under the pseudonym Mary Fitt.

Ceri Richards was a versatile artist and, as this portrait demonstrates, he was the master of diverse graphic styles and had the ability to adopt a manner and adapt his style to suit the purpose.

We are grateful to Mr. Mel Gooding for his assistance in cataloguing this lot.

75

75 AR

NORMAN BLAMEY OBE RA ROI (BRITISH, 1914-2000)
A Bay Window in West Hampstead, No 2
signed, titled and artist's address on paper label (board verso), oil on board
81.5 x 108.5cm (32 1/16 x 42 11/16in).

£1,500 - 2,000
€2,000 - 2,700

78

76

76
SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)
Portrait of Mrs Heseltine
inscribed 'Sketch of Mme A.H/by John Lavery' (lower left), charcoal and white chalk
40 x 28cm (15 3/4 x 11in).

£1,500 - 2,000
€2,000 - 2,700

Mrs Heseltine met Lavery in 1883 and she sat for him on several occasions. Please refer to the footnote for a similar portrait sold by these rooms in our Modern British and Irish sale on 18th November, Lot 113.

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

77 AR
MAXWELL ASHBY ARMFIELD (BRITISH, 1882-1972)
Portrait of Tobias
signed with monogram (lower right); bears title (on label verso),
oil on canvas laid to board
28.5 x 22cm (11 1/4 x 8 11/16in).

£1,000 - 1,500
€1,300 - 2,000

78
GWEN JOHN (BRITISH, 1876-1939)
Girl with a hat
stamp 'Gwen John' (lower left),
watercolour
16 x 12cm (6 5/16 x 4 3/4in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
With The Fine Art Society
Private collection

Exhibited
Anthony D'Offay, *Gwen John Centenary Exhibition*, 3rd March-26th March, 1976, cat no.42
The Fine Art Society, *Amaryllis Fleming's Collection of works by Augustus John, Gwen John and Others*, 2000
Olympia Fine Art and Antiques Fair, *Gwen John and Lucie Rie*, 22-27 February 2000

77

79

80

79 AR

JOHN MINTON (BRITISH, 1917-1957)
Cranes at Bankside
signed, inscribed and dated 'John Minton 1947/Thames Side.' (on the backboard), wash, pen and ink
36 x 26.5cm (14 3/16 x 10 7/16in).

£3,000 - 5,000
€4,000 - 6,700

From December 1946 to January 1947 John Minton exhibited at the Lefevre Gallery alongside Keith Vaughan and Julian Trevelyan. Minton showed nine oils and ten gouaches, which were based on the quays and wharves around Southwark and Bankside and earnt him the title of 'urban romantic'. The exhibition was well received by the critics with Michael Middleton commenting in The Spectator that the artist had 'translated an essentially elegiac vision into a closely knit architecture of great firmness and richness without the loss of poetic intensity'. (Frances Spalding, John Minton, Dance Till The Stars Come Down, Lund Humphries, London, 2005, p.102) A series of commissions followed this success and in May 1947 he drew London Docks for an isssue of Our Time. Following this, Minton was asked to complete three pictures of the river Thames for publication in the July 1947 issue of Lilliput Magazine. The present lot is one of the three black and white wash drawings that the artist first produced before being asked by Kaye Webb, the magazine's art editor, to rethink his designs in colour. Along with the present lot, Minton's wash drawings included St Pauls from the River and Blackfriars Bridge. Minton's close relationship with the river Thames would continue throughout his career and in 1949 he executed illustrations for John Herbert's essay London's Port and River in the book Flower of Cities before completing one of London Transport's most famous posters titled London's River: Pool of London in 1951 (three thousand posters were created for the underground from this gouache).

80 AR

JOHN CRAXTON R.A. (BRITISH, 1922-2009)
The Old Ruin
signed '-Craxton-' (lower right), pen, ink, pencil and gouache,
16.5 x 21.5cm (6 1/2 x 8 7/16in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
With The Tib Lane Gallery

81 AR

ADRIAN PAUL ALLINSON (BRITISH, 1890-1959)

Self Portrait
signed and dated 'Allinson/12' (lower right); further signed (on board verso), oil on board
43 x 35.5cm (16 15/16 x 14in).

£3,000 - 5,000
€4,000 - 6,700

Adrian Allinson was one of a notable group of artists who attended the Slade during the pre-war years of 1910-1912. Formed by Nevinson, Allinson was a member of the 'Slade Coster Gang' along with fellow students Gertler, Spencer and Wadsworth. The gang acquired their name because of the 'black jerseys, scarlett mufflers and black caps they wore like the costermongers who sold fruit and vegetables from carts in the streets' (David Boyd Haycock, A Crisis of Brilliance, London, 2010 p.49). Their favourite hang outs were the bohemian Café Royal and Petit Savoyard in Soho where they would meet with the older generation of artists such as Augustus John and Spencer Gore.

The current lot dates from Allinson's final year at the Slade. After graduation he travelled to Munich and Paris and from 1914 exhibited as part of the London Group.

As a pacifist he spent the Great War years working for the Daily Express and as a set designer. Throughout the 1920s and 1930s he travelled extensively and was then selected as government war artist during the Second World War.

Allinson died in 1959. The Fine Art Society held a retrospective of his work in 1984.

82 AR

BERNARD MENINSKY (BRITISH, 1891-1950)

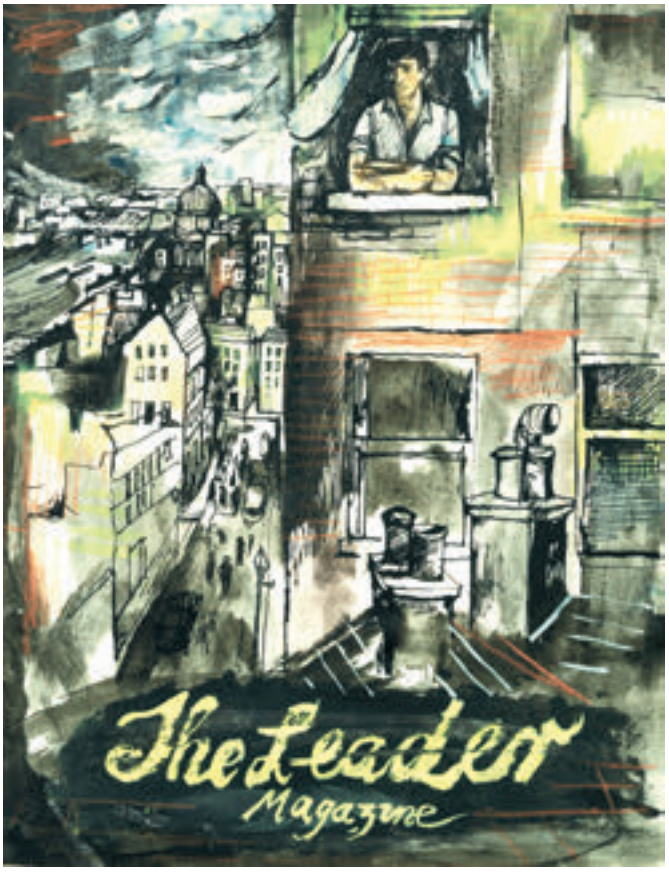
Portrait of Rose Ellenby
bears inscription with sitter's name (on stretcher verso), oil on canvas
50.5 x 40.5cm (19 7/8 x 15 15/16in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
With The Froyle Gallery

81

82



83

84

83 AR

JOHN MINTON (BRITISH, 1917-1957)

Study for the cover of 'The Leader' magazine, 1948
ink, crayon and watercolour
29.5 x 23cm (11 5/8 x 9 1/16in).

£2,000 - 3,000
€2,700 - 4,000

Leader Magazine was a weekly pictorial magazine published in the United Kingdom by the Hulton Press. Contributors included Orson Welles and Laurie Lee. It was disestablished in spring 1950.

84 AR

JOHN MINTON (BRITISH, 1917-1957)

Study for the cover of 'The Leader' magazine, 1948
ink, crayon and watercolour
29.5 x 23cm (11 5/8 x 9 1/16in).

£1,500 - 2,000
€2,000 - 2,700

85

85 AR

JOHN MINTON (BRITISH, 1917-1957)
Rio; Study for 'The Bank of South America' Mural
gouache on card
20.9 x 31.5 cm. (8 1/4 x 12 3/8 in.)
Executed in 1956

£4,000 - 6,000
€5,300 - 8,000

Provenance
Sale; Christie's, London, 25 October 1995, lot 3, where acquired by the present owner
Private Collection, U.K.

The present work is believed to be a study for a twelve panel mural, commissioned by Sir Hugh Casson for the Bank of South America's London headquarters. Undertaken in December of 1956, the final work was to depict the history of Latin America. However it never came to fruition due to the artist's untimely death in January of '57.

86

87

88

86 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

Mickleham Village
oil on canvas
44 x 54cm (17 5/16 x 21 1/4in).

£2,000 - 3,000
€2,700 - 4,000

87 AR

FRED YATES (BRITISH, 1922-2008)

St Just, Cornwall
signed 'FRED YATES' (lower left), oil on board
31 x 41cm (12 3/16 x 16 1/8in).

£1,200 - 1,800
€1,600 - 2,400

88 AR

SIMEON STAFFORD (BRITISH, BORN 1956)

St Ives Regatta
signed 'Simeon' (lower left), oil on canvas
76 x 101.5cm (29 15/16 x 39 15/16in).

£2,000 - 3,000
€2,700 - 4,000

89 AR

DAME ETHEL WALKER, ARA RBA RP DBE (BRITISH, 1861-1951)

Summer flowers
signed 'Ethel Walker' (lower left), oil on canvas
61.5 x 51.5cm (24 3/16 x 20 1/4in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
Collection of Arthur Crossland
The Fine Art Society, London, August 1969
Private Collection

90 AR

SIR JACOB EPSTEIN (BRITISH, 1880-1959)

Sunflowers
signed 'Epstein' (upper right), watercolour and gouache
43.5 x 56.5cm (17 1/8 x 22 1/4in).

£2,000 - 3,000
€2,700 - 4,000

89

90

91

92

91 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)
Catching the sea breeze
signed with initials 'SEVD' (lower right), oil on board
40.3 x 21.6cm (15 7/8 x 8 1/2in).

£1,500 - 2,000
€2,000 - 2,700

92 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)
Seaside fun
signed with initials 'SEVD' (lower right), oil on board
29.3 x 20.7cm (11 9/16 x 8 1/8in).

£1,200 - 1,800
€1,600 - 2,400

93

93 AR

SHERREE VALENTINE-DAINES (BRITISH, BORN 1956)

The Ashes 1985, Gower and Gooch Batting
signed and dated 'S.E.Valentine-Daines' (lower right); signed by members of the 1985 England Ashes Team (on canvas verso), oil on canvas
51 x 102cm (20 1/16 x 40 3/16in).

£5,000 - 7,000
€6,700 - 9,300

Label verso, signed by the artist, reads:-
'Gower and Gooch batting. The game finished too early for my liking as my painting wasn't completed. Oh well. The players all signed my unfinished painting as well as a few others like Bob Willis. A nice memento. Well Lorna and I had a great summer and made a lot of new and interesting friends. People we had seen or heard of before and very exciting to meet. Saw cricket through different eyes, surprised at all the work going into it, and amount of people who adore the game. West Indies next? Don't think I could cope. Great to have captured such an historic event.'

94

95

96

94
LOUIS WILLIAM WAIN (BRITISH, 1860-1939)
Cats at play
signed 'Louis Wain' (lower right),
ink and watercolour
40 x 60cm (15 3/4 x 23 5/8in).

£2,500 - 4,000
€3,300 - 5,300

95
LOUIS WILLIAM WAIN (BRITISH, 1860-1939)
Cats Chorus
gouache
16.5 x 22cm (6 1/2 x 8 11/16in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
With Michael Parkin Fine Art where purchased by the present owner

96
LOUIS WILLIAM WAIN (BRITISH, 1860-1939)
Mother's Day
signed 'Louis Wain' (lower left), watercolour and bodycolour
17 x 22cm (6 11/16 x 8 11/16in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
Chris Beetles Limited, where purchased by the present owner

Exhibited
Chris Beetles, *Louis Wain*, 11th-18th August, 1990
Chris Beetles, *Louis Wain*, 17th-30th August, 1991, no.45

97

97 AR

PAUL LUCIEN MAZE (FRENCH, 1887-1979)

Beating the Retreat
signed 'Paul Maze' (lower right), ink and watercolour
27.5 x 50.5cm (10 13/16 x 19 7/8in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
Acquired directly from Jessie, the artist's second wife, by the present owner

98 AR

PAUL LUCIEN MAZE (FRENCH, 1887-1979)

Study of guardsman
signed 'Paul Maze' (lower right), ink and watercolour
39.5 x 50cm (15 9/16 x 19 11/16in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
Acquired directly from Jessie, the artist's second wife, by the present owner

98

99

100

99 AR

AUSTIN OSMAN SPARE (BRITISH, 1888-1956)

Female nude at cave entrance
signed and dated 'AO Spare 30' (lower left), pencil, ink and watercolour
39.5 x 22cm (15 9/16 x 8 11/16in).

£1,000 - 1,500
€1,300 - 2,000

100 AR

AUSTIN OSMAN SPARE (BRITISH, 1888-1956)

Study for Schizogenesis
signed with initials 'AOS' (lower right); titled and signed (on label verso), bodycolour on board
22 x 16cm (8 11/16 x 6 5/16in).

£1,000 - 1,500
€1,300 - 2,000

101 AR

AUSTIN OSMAN SPARE (BRITISH, 1888-1956)

Ann Driver
signed 'AUSTIN SPARE' (lower right), oil and pencil on board
37 x 31.5cm (14 9/16 x 12 3/8in).
with speaker attached to verso

£1,500 - 2,000
€2,000 - 2,700

101

102 AR

AUSTIN OSMAN SPARE (BRITISH, 1888-1956)

Acrobat
signed with initials 'AOS' (lower left), pencil and oil on board
61 x 49.7cm (24 x 19 9/16in).
female nude studies in pencil (board verso)

£2,000 - 3,000
€2,700 - 4,000

102

103

103 * AR

DAVID WYNNE (BRITISH, 1926-2014)
Bull
signed with initial, numbered and dated 'W 1/6 1980',
bronze with dark brown patina
14.2cm (5 5/8in) (high, excluding marble base)

£1,800 - 2,500
€2,400 - 3,300

Provenance
With Trinity House

104 * AR

JONATHAN KENWORTHY (BRITISH, BORN 1943)
Rolling Zebra
numbered and signed '4/5 KENWORTHY',
bronze with dark brown patina
13cm (5 1/8in) (high, excluding marble base)

£3,000 - 5,000
€4,000 - 6,700

104

105

105 * AR

JONATHAN KENWORTHY (BRITISH, BORN 1943)

Stalking Lion
signed, dated and numbered 'KENWORTHY 65(?) 8/10',
bronze with brown patina
16.3cm (6 7/16in)(high, excluding marble base)

£3,000 - 5,000
€4,000 - 6,700

106

106 AR

FRANCES MARY HODGKINS (NEW ZEALANDER/BRITISH, 1869-1947)

Sleeping baby
signed 'Frances Hodgkins' (lower left), watercolour
32.5 x 30cm (12 13/16 x 11 13/16in).

£4,000 - 6,000
€5,300 - 8,000

107 AR

MICHAEL AYRTON (BRITISH, 1921-1975)

Portrait of Wyndham Lewis
dated '16.2.55' (lower left); with studio stamp (on board verso), pen and ink
28.6 x 45cm (11 1/4 x 17 11/16in).

£1,500 - 2,000
€2,000 - 2,700

107

108

109

108 AR
GILBERT SPENCER R.A. (BRITISH, 1892-1979)
Portrait of Lucy Hoare (nee Selwyn)
signed and dated 'Gilbert Spencer 1936' (lower right), pencil
34 x 24cm (13 3/8 x 9 7/16in).

£1,200 - 1,800
€1,600 - 2,400

109 AR
SIR STANLEY SPENCER R.A. (BRITISH, 1891-1959)
Portrait of Miss Bridget Evans
signed and dated 'Stanley Spencer 1929' (lower right), pencil
34 x 23cm (13 3/8 x 9 1/16in).
together with two letters and a receipt from 1967 regarding the purchase of the work

£2,000 - 3,000
€2,700 - 4,000

Provenance
Stanley Spencer Gallery where purchased in 1967

110

110 AR

BRYAN PEARCE (BRITISH, 1929-2007)
Gloxinia
signed ‘Bryan Pearce’ (lower left); further signed, titled, dated ‘1968’
and inscribed ‘6, Prazza, St.Ives, C’ (board verso),
oil on board
60.5 x 50.8cm (23 13/16 x 20in).

£3,000 - 5,000
€4,000 - 6,700

111

111 AR

BRYAN PEARCE (BRITISH, 1929-2007)
Trewyn, St. Ives - The old cottage shop
signed 'Bryan Pearce' (centre left), titled (lower right),
oil on canvas
63 x 76cm (24 13/16 x 29 15/16in).

£8,000 - 12,000
€11,000 - 16,000

Provenance
With The New Art Centre, London, where acquired by the present owners
Private Collection, U.K.

Exhibited
St. Ives, Penwith Society of Arts, *Autumn Exhibition*, 1967
London, The New England Art Centre, 1968, cat.no.4

Literature
Janet Axten, *Bryan Pearce, The Artist and His Work*, Sansom & Company, Bristol, 2000, p.136, cat.no.186

112

112
JAMES FERRIER PRYDE (BRITISH, 1866-1941)
Tall Buildings
signed 'Pryde' (lower left),
oil on canvas
40.7 x 30.5 cm. (16 x 12 in.)

£1,500 - 2,000
€2,000 - 2,700

Exhibited
London, Pyms Gallery, *Life and Landscape*, 1991, cat.no.13
Edinburgh, Scottish National Gallery of Modern Art, *James Pryde*, 14 August-11 October 1992, cat.no.45

113

113 AR
STANLEY ROYLE (BRITISH, 1888-1961)
'Summer in the dales'
signed 'STANLEY ROYLE' (lower right); further signed and titled (on canvas verso), oil on canvas
51 x 61cm (20 1/16 x 24in).

£2,000 - 3,000
€2,700 - 4,000

114

114 AR

JOHN ELWYN (BRITISH, 1916-1997)

Upland Farm
signed 'John Elwyn' (lower right); further signed (on canvas verso),
oil on canvas
76 x 101.5cm (29 15/16 x 39 15/16in).

£2,000 - 3,000
€2,700 - 4,000

115

115 AR

DONALD MCINTYRE (BRITISH, 1923-2009)

'Flowers No 7'
signed 'DMcINTYRE' (lower left); further signed and titled on artist's label (verso), oil on board
50 x 61cm (19 11/16 x 24in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
With The Gallery, Manchester Art House, where purchased by the present owner

116

117

118

116 * AR

SIR PETER BLAKE (BRITISH, BORN 1932)

Nice
titled, signed and dated 'Peter Blake 14th Mar 57' (lower right), pen and ink
26 x 33cm (10 1/4 x 13in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
With The Piccadilly Gallery, London, where acquired by Mr and Mrs Edward Benesch
Thence by family descent

117

CHRISTOPHER WOOD (BRITISH, 1901-1930)

Harbour, St. Ives
bears number '59' (lower right), pencil
10.5 x 17.2cm (4 1/8 x 6 3/4in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
With The Redfern Gallery

118 AR

EDWARD WADSWORTH (BRITISH, 1889-1949)

Study for Sailing Brig (Jeanne of Marseille)
signed and dated 'Edward Wadsworth 1925' (lower right),
pencil
30.5 x 36.5cm (12 x 14 3/8in).
Together with a copy of Bernard Windeler's *Sailing Ships and Barges or the Western Mediterranean and the Adriatic Seas*, 1926, with engravings by Edward Wadsworth hand coloured by Windeler. The present lot features on page 5. (2)

£2,000 - 3,000
€2,700 - 4,000

Provenance
The Artist, by whom gifted to
Bernard Cyril Windeler (1886-1961)
Thence by descent

Literature
Jonathan Black, *Edward Wadsworth, Form Feeling and Calculation, The Complete Paintings and Drawings*, Philip Wilson, London, 2005, p.178, cat.no,220 (ill.b&w)

Bernard Windeler was a great patron to the arts and included amongst his friends Ezra Pound and Wyndham Lewis. Windeler and Wadsworth first met in 1917 when Wadsworth was the intelligence officer on a small island called Ispathio off Mudros, in the Mediterranean.

119 AR

ADRIAN PAUL ALLINSON (BRITISH, 1890-1959)

Mediterranean Coastal Town
oil on canvas
77 x 64cm (30 5/16 x 25 3/16in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
With Waterman Fine Art

120 AR

FRANCIS WYNNE THOMAS (BRITISH, 1907-1989)

Decaying boats
signed 'F.WYNNE THOMAS' (lower right), oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).
unframed

£1,000 - 1,500
€1,300 - 2,000

119

120

121

121 AR

JOHN PIPER C.H. (BRITISH, 1903-1992)

Oxfordshire farm
signed 'John Piper' (lower right).
ink, watercolour and gouache
34 x 52cm (13 3/8 x 20 1/2in).

£4,000 - 6,000
€5,300 - 8,000

Provenance
With Howard Roberts Gallery

122

122 AR

JOHN PIPER C.H. (BRITISH, 1903-1992)

Cresswell Quay, Pembrokeshire, 1969
signed 'John Piper' (lower right) and inscribed (lower left),
pen, ink, watercolour and gouache
34.5 x 52cm (13 9/16 x 20 1/2in).

£4,000 - 6,000
€5,300 - 8,000

Provenance
Marjorie Parr Gallery
Marlborough Fine Art
With Clark Art, Cheshire, 14 October 2003, where acquired by the present owner
Private Collection, U.K.

123 AR

GRAHAM SUTHERLAND O.M. (BRITISH, 1903-1980)

Owl
signed and dated 'Graham Sutherland 1.1.66' (lower right); inscribed 'For John P.James Jr' (upper left),
pastel
29 x 23.7cm (11 7/16 x 9 5/16in).
together with a copy of a letter from Sutherland to John P. James Jr.

£2,000 - 3,000
€2,700 - 4,000

Provenance
The collection of John P. James Jr.
Private Collection, Germany

123

124 AR

GRAHAM SUTHERLAND O.M. (BRITISH, 1903-1980)

Untitled
signed and dated 'Graham Sutherland/1976' (upper right),
pencil, ink and gouache
39.5 x 42cm (15 9/16 x 16 9/16in).

£4,000 - 6,000
€5,300 - 8,000

Provenance
Collection of Prudence Cuming

124

125

125 AR
CAMILLE SOUTER (IRISH, BORN 1929)
Untitled
signed and inscribed 'Camille Souter/Dublin' (lower right),
mixed media on paper
26 x 18.5cm (10 1/4 x 7 5/16in).

£1,000 - 1,500
€1,300 - 2,000

126 AR
CAMILLE SOUTER (IRISH, BORN 1929)
Two vases
signed, inscribed and dated 'Camille Souter/ Dublin 56' (lower right),
mixed media on newspaper
26 x 33cm (10 1/4 x 13in).

£2,000 - 3,000
€2,700 - 4,000

126

127 AR

CAMILLE SOUTER (IRISH, BORN 1929)

Untitled
signed and dated 'Camille 56' (lower right),
mixed media on paper
20 x 16cm (7 7/8 x 6 5/16in).

£1,000 - 1,500
€1,300 - 2,000

128 AR

CAMILLE SOUTER (IRISH, BORN 1929)

Still life with vases
signed, inscribed and dated 'Camille Souter/ Dublin 56' (centre left),
mixed media on newspaper
27 x 37.5cm (10 5/8 x 14 3/4in).

£2,000 - 3,000
€2,700 - 4,000

127

128

129

130

129 AR

ALAN DAVIE CBE HRSW (BRITISH, BORN 1920)

Strange creatures
signed and dated 'Alan Davie 02' (upper left), gouache
33.5 x 28.5cm (13 3/16 x 11 1/4in).
together with another similar work by the same hand (2)

£1,000 - 1,500
€1,300 - 2,000

130 AR

ALAN DAVIE CBE HRSW (BRITISH, BORN 1920)

Untitled
signed, numbered and dated 'Alan Davie 104 89' (upper right), gouache
28.5 x 24cm (11 1/4 x 9 7/16in).
together with another work by the same hand (2)

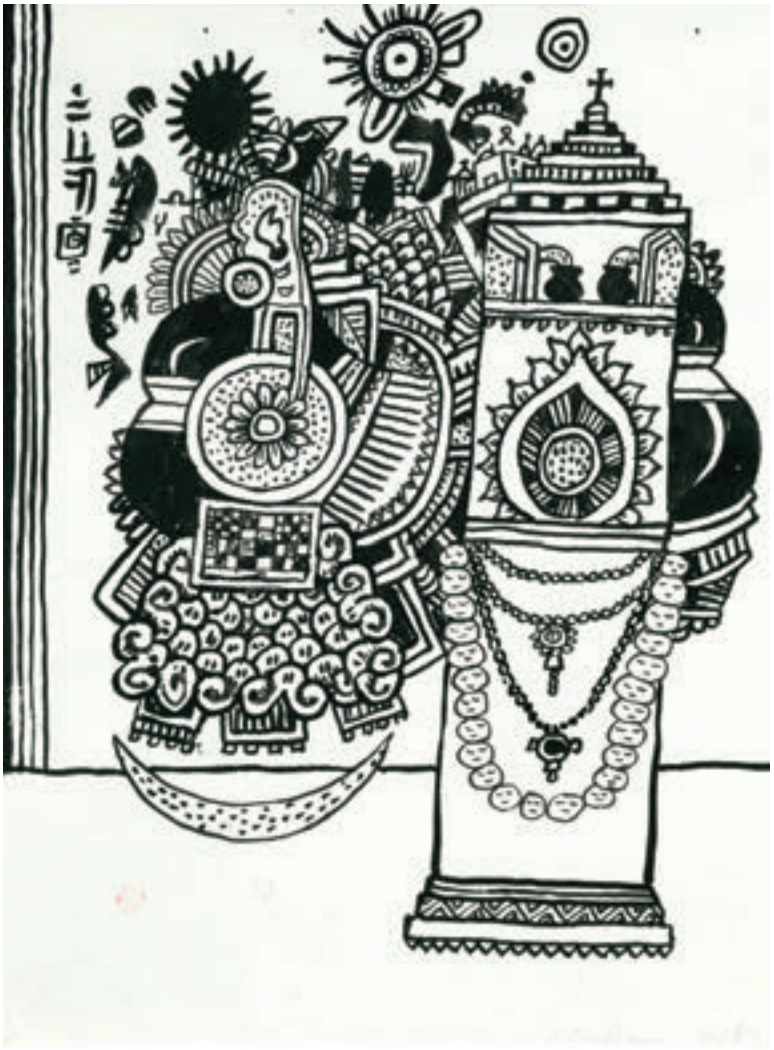
£1,000 - 1,500
€1,300 - 2,000

131 AR

ALAN DAVIE CBE HRSW (BRITISH, BORN 1920)

Shrine
signed and dated 'Alan Davie 89' (lower right), gouache
33.5 x 25cm (13 3/16 x 9 13/16in).
together with another work by the same hand (2)

£1,000 - 1,500
€1,300 - 2,000



131

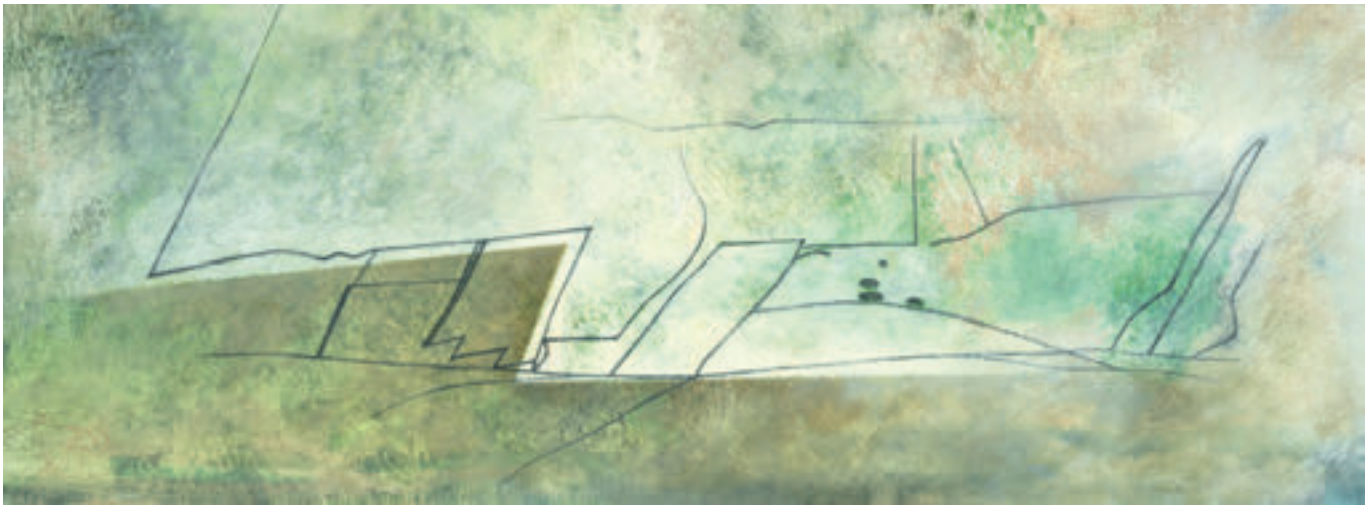
132 AR

ALAN DAVIE CBE HRSW (BRITISH, BORN 1920)

'Volvi a encontrar ese signo, pero rodeado de un mismo signo'
dated, numbered and signed '89 127 Alan Davie' (lower left) and titled (upper centre), goauche
24 x 34cm (9 7/16 x 13 3/8in).
together with two further works by the same hand (3)

£1,000 - 1,500
€1,300 - 2,000

132



133

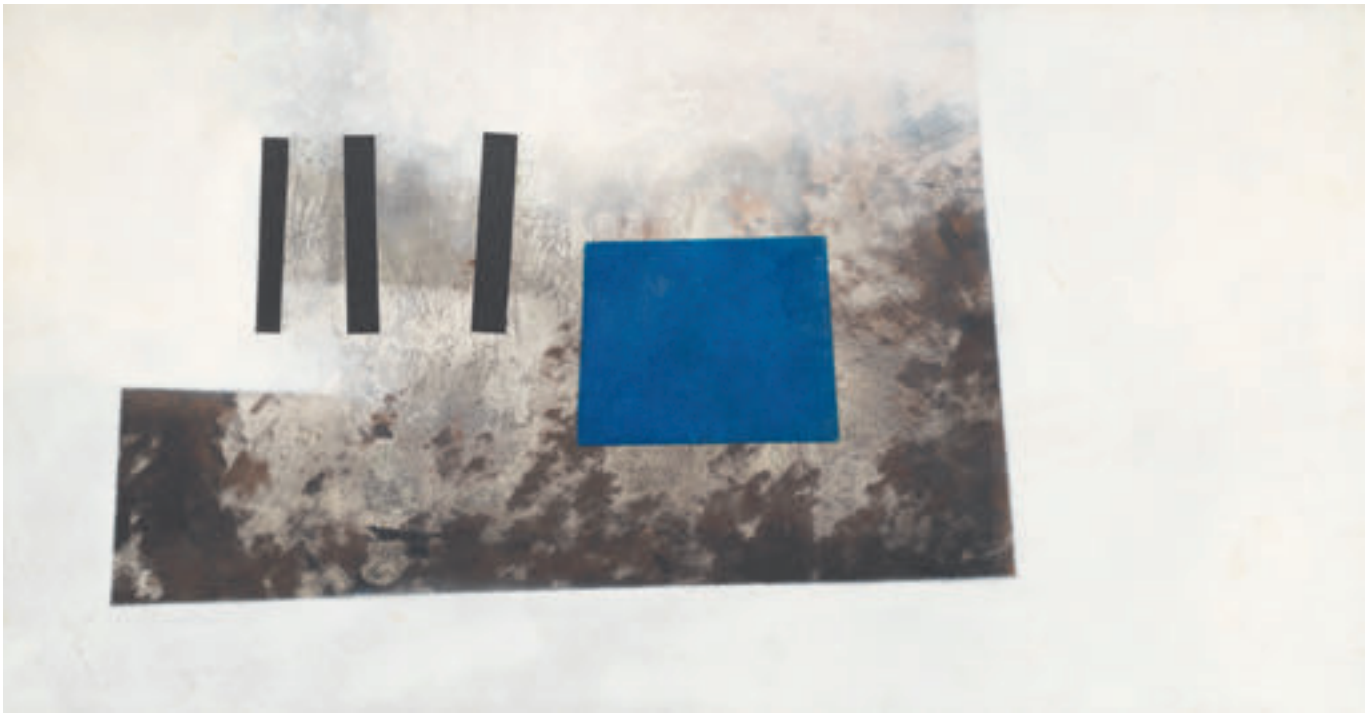
134

133 AR
ALEXANDER MACKENZIE (BRITISH, 1923-2002)
'Painting/Austwick Yorks'
titled, dated and signed '2001/Alexander MacKenzie' (verso), oil on board
30 x 82cm (11 13/16 x 32 5/16in).

£1,500 - 2,000
€2,000 - 2,700

134 AR
ALEXANDER MACKENZIE (BRITISH, 1923-2002)
Untitled
signed and dated 'Alexander Mackenzie/MAY 2000' (verso), mixed media on paper laid to board
18 x 44cm (7 1/16 x 17 5/16in).

£1,000 - 1,500
€1,300 - 2,000



135

135 AR

ALEXANDER MACKENZIE (BRITISH, 1923-2002)

Blue in Black on White
titled, signed 'Alexander Mackenzie' and dated '9 Sept 65' (on the backboard) oil on board
47 x 91cm (18 1/2 x 35 13/16in).
unframed

£3,000 - 5,000
€4,000 - 6,700

136

136 AR
MARY NEWCOMB (BRITISH, 1922-2008)
'Leaves falling on us all alike'
dated and signed '77 Mary Newcomb' (lower right); titled and further signed and dated (on board verso), oil on board
61 x 69.5cm (24 x 27 3/8in).

£8,000 - 12,000
€11,000 - 16,000

Provenance
Private U.K collection

137

138

137 AR
JOHN BRATBY R.A. (BRITISH, 1928-1992)
Sunflower
signed 'BRATBY' (upper right), oil on canvas
122 x 61cm (48 1/16 x 24in).
unframed

£3,000 - 5,000
€4,000 - 6,700

Exhibited
London, The Millinery Works, *John Bratby: A Famous Unknown*, 3-18 November 1999

138 AR
JOHN BRATBY R.A. (BRITISH, 1928-1992)
Diana seated in a chair
oil on canvas
122 x 91cm (48 1/16 x 35 13/16in).

£2,000 - 3,000
€2,700 - 4,000

Exhibited
London, The Millinery Works, *John Bratby: A Famous Unknown*, 3-18 November 1999

139

139 AR

ARTHUR DELANEY (BRITISH, 1927-1987)
Deansgate and Manchester Cathedral
signed 'Arthur Delaney' (lower right) oil on board
26 x 21cm (10 1/4 x 8 1/4in).

£2,500 - 3,500
€3,300 - 4,700

140 AR

JAMES LAWRENCE ISHERWOOD (BRITISH, 1917-1988)
'Shawl School St, Wigan'
signed and dated 'Isherwood 71' (lower right); further dated and titled (verso), oil on board
46 x 61cm (18 1/8 x 24in).

£1,500 - 2,000
€2,000 - 2,700

140

141 AR

STEPHEN MANGAN (BRITISH, BORN 1964)

The Traveller
signed 'Mangan' (lower right), oil on canvas
70 x 50cm (27 9/16 x 19 11/16in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
With Richard Hagen Fine Paintings

142 AR

STEPHEN MANGAN (BRITISH, BORN 1964)

Storm Warning
signed 'Mangan' (lower right), oil on canvas
90 x 91cm (35 7/16 x 35 13/16in).

£5,000 - 7,000
€6,700 - 9,300

Provenance
With Richard Hagen Fine Paintings

141

142

143

145

144

143 AR

JOHN CHRISTOFOROU (GREEK, 1921-2014)

The Dancer
signed 'Christoforou' and indistinctly dated (lower right), oil on board
66 x 45cm (26 x 17 11/16in).

£1,000 - 1,500
€1,300 - 2,000

Exhibited
Twenty Brook Street Gallery, *Drawings by Nijinsky & Paintings by John Christoforou*, no.108

144 AR

JOHN CHRISTOFOROU (GREEK, 1921-2014)

Standing woman
signed 'Christoforou' (upper right), oil on canvas
162 x 130cm (63 3/4 x 51 3/16in).

£1,500 - 2,000
€2,000 - 2,700

145 AR

SIR TERRY FROST R.A. (BRITISH, 1915-2003)

Christmas tree card design
signed and dated 'Terry Frost 95' (lower right), acrylic and collage
28 x 19.5cm (11 x 7 11/16in).
The design was used for a range of Royal Academy cards, Christmas 2014

£1,000 - 1,500
€1,300 - 2,000

146

SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Untitled
signed with initial 'N' (lower right); bears signature and date '1968' (on board verso), mixed media on paper
29 x 24cm (11 7/16 x 9 7/16in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
With Marlborough Fine Art Ltd

147

SIDNEY NOLAN (AUSTRALIAN, 1917-1992)

Landscape
signed with initial 'N' (lower right); further signed and titled 'LANDSCAPE S.Nolan' (on the stretcher) and dated '22 May 1960' (verso)
ripolin on board
122.3 x 122 cm. (48 1/8 x 48 in.)

£4,000 - 6,000
€5,300 - 8,000

Exhibited
Probably London, Mathiessen Gallery, *Sidney Nolan: Leda and the Swan and Other Recent Work*, 16 June-16 July 1960, cat.no.22

By the end of the 1950s there was significant interest in Australian art within London. Bryan Robertson, the dynamic director of the Whitechapel Art Gallery, was a leading promoter and along with the influential Kenneth Clark formed a strong bond with Sidney Nolan. Robertson had already established himself as an excellent entrepreneur by organising an important exhibition of Mark Rothko's work in the East End. It is of little surprise therefore that Nolan jumped at the opportunity when offered a retrospective at the prestigious Whitechapel in 1957. With daily attendance often reaching 500 and positive responses from the leading newspapers such as John Russell in the *Sunday Times*, the exhibition was a success.

After a prolonged period in the USA, Nolan would not exhibit again in London until 1960 when the present work was included in his show at the Mathiessen Gallery. Nolan had recently re-visited Robert Graves and the myth of Leda and the Swan provided him with a strong theme for the exhibition. Conscious that he had been away from the England for some time, the artist wanted to connect with the landscape and ambiance of the country which led to more muted tones of colour as can be seen in the present work. The dazzling colours of the Mediterranean and fierce light of the Australian outback were replaced with a darker palette which provide an altogether more poetic mood and what Nolan himself described as 'a sometimes swooning atmosphere'.

146

147

148

148 AR

KARL WESCHKE (GERMAN, 1925-2005)
Quiet Landscape
signed twice 'KM Weschke/K.M.W' (verso); inscribed and dated 'QUIET Landscape 1958 finished september' (on the stretcher)
oil on canvas
101.6 x 172.8 cm. (40 x 68 in.)

£8,000 - 12,000
€11,000 - 16,000

Provenance
The Artist's Estate

Literature
Jeremy Lewison, *Karl Weschke, Portrait of an Artist*, Tate Publishing, St Ives, 1998, p.55 (ill.b&w)

'An early painting, *Quiet Landscape* 1958, suggests a hillside rendered in bold, flat shapes of thick impasto. The browns, blacks and subdued yellow which form the basis of this work have remained Weschke's favoured colours. He adopted them partly because he could not afford the more expensive colours such as cobalt blue, and partly because he had been informed by his paint supplier that the earth colours would last indefinitely, whereas lighter colours would fade. The boldness and flatness of *Quiet Landscape* suggest the influence of the Abstract Expressionists, particularly Motherwell whose work Weschke admired in 1956 at the Tate Gallery, but the thick impasto is also characteristic of the painting of some of his peers, among others, Auerbach and Kossoff.' (Jeremy Lewison, *Karl Weschke, Portrait of an Artist*, Tate Publishing, St Ives, 1998, p.54-55).

149

149 AR

KARL WESCHKE (GERMAN, 1925-2005)
Apocalypse
signed twice, inscribed, and dated 'KM Weschke 1957/ APOCALYPSE/£100/KM Weschke'(verso)
oil on board
152.7 x 111.8 cm. (60 1/4 x 44 in.)

£10,000 - 15,000
€13,000 - 20,000

Provenance
The Artist's Estate

Literature
Jeremy Lewison, *Karl Weschke, Portrait of an Artist*, Tate Publishing, St Ives, 1998, p.31 (ill.b&w)

The present work is particularly significant within the formation of Weschke's artistic development. In early 1958 Weschke had taken this oil to show Helen Lessore at her Beaux Arts Gallery and had hoped that his kinship with the artists Peter Kinley, Frank Auerbach and Leon Kossoff would impress her but was left disappointed. Leaving the gallery he bumped into the artist Denis Bowen in Bond Street and showed Bowen the painting. Bowen immediately offered Weschke what was to be his first solo show, at the New Vision Gallery, later that year.

Jeremy Lewison notes that 'Weschke adopted the fracture of de Staël's painting in the *Apocalypse* 1957-8, building up rich impasto but resisting the temptation to expand the range of his palette. In terms of composition, this striking painting of a horse and rider, a warrior of the Thirty Years War, pays homage to Marino Marini whose work Weschke had admired in the Tate Gallery, but in its fusion of landscape with myth and history the *Apocalypse* had something more in common with the painting of Peter Lanyon – for example *St Just* 1952-3' (Jeremy Lewison, *Karl Weschke, Portrait of an Artist*, Tate Publishing, St Ives, 1998, p.30-31).

150

151

152

150 AR
THÉRÈSE OULTON (BRITISH, BORN 1953)
Germination IV, 1983-84
oil on canvas
56 x 46cm (22 1/16 x 18 1/8in).

£1,200 - 1,800
€1,600 - 2,400

Provenance
With Gimpel Fils, London

Exhibited
London, The British Council, British Painting and Prints Malaysia 1986, no.24

151 AR
THÉRÈSE OULTON (BRITISH, BORN 1953)
Germination III, 1983-84
oil on canvas
56 x 46cm (22 1/16 x 18 1/8in).

£1,200 - 1,800
€1,600 - 2,400

Provenance
With Gimpel Fils, London

Exhibited
London, The British Council, British Painting and Prints Malaysia 1986, no.23

152 AR
PATRICK PROCKTOR, R.A., R.W.S. (BRITISH, 1936-2003)
'Three figures in moonlight'
bears signature and title (on board verso),
oil on board
91.5 x 76cm (36 x 29 15/16in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
With Redfern Gallery

153 AR

MICHAEL AYRTON (BRITISH, 1921-1975)

Icarus Fall
signed and dated 'Michael Ayrton 59' (upper left), oil on board
101 x 50cm (39 3/4 x 19 11/16in).

£4,000 - 6,000
€5,300 - 8,000

The Icarus subject was one theme that Ayrton returned to throughout his career - both in paint and sculpture forms. It was a trip to Italy and the ancient Greek settlement of Cumae near Naples that sparked Ayrton's interest in figures of Greek legend such as Icarus, Daedalus and the minotaur. Daedalus, the sculptor father of Icarus who made his wings, was of particular interest to him.

154 AR

SIR EDUARDO PAOLOZZI (BRITISH, 1924-2005)

Sculpture for the Charles Chaplin Award
signed and dated 'E. PAOLOZZI 1991' (at the back)
bronze with a brown patina on a wooden base
23.4 cm. (9 1/4 in.) wide (excluding the wooden base)
Conceived in 1989 and cast in an edition of four (1989-1991)

£4,000 - 6,000
€5,300 - 8,000

Provenance
Acquired by the present owner in 1991
Private Collection, U.K.

153

154

155

155 AR

VERA SPENCER (CZECH, BORN 1926)
Suspended forms on umber
signed and dated 'VERA SPENCER 52' (lower left), oil on canvas
76 x 50.5cm (29 15/16 x 19 7/8in).

£3,000 - 5,000
€4,000 - 6,700

Exhibited
London, *3rd Weekend Exhibition*, (held at Adrian Heath's Studio, 22 Fitzroy Street), 1953
London, Portland Gallery, *British Abstract Art*, October 2008

156 AR

JOHN PLUMB (BRITISH, BORN 1927)
Untitled
signed 'John Plumb' (on canvas verso), acrylic on cotton
122 x 366cm (48 1/16 x 144 1/8in).
unstretched
together with a signed and numbered poster for the artist's Commonwealth Art Exhibition
(2)

£2,000 - 4,000
€2,700 - 5,300

Provenance
Gifted to the present owner by the artist

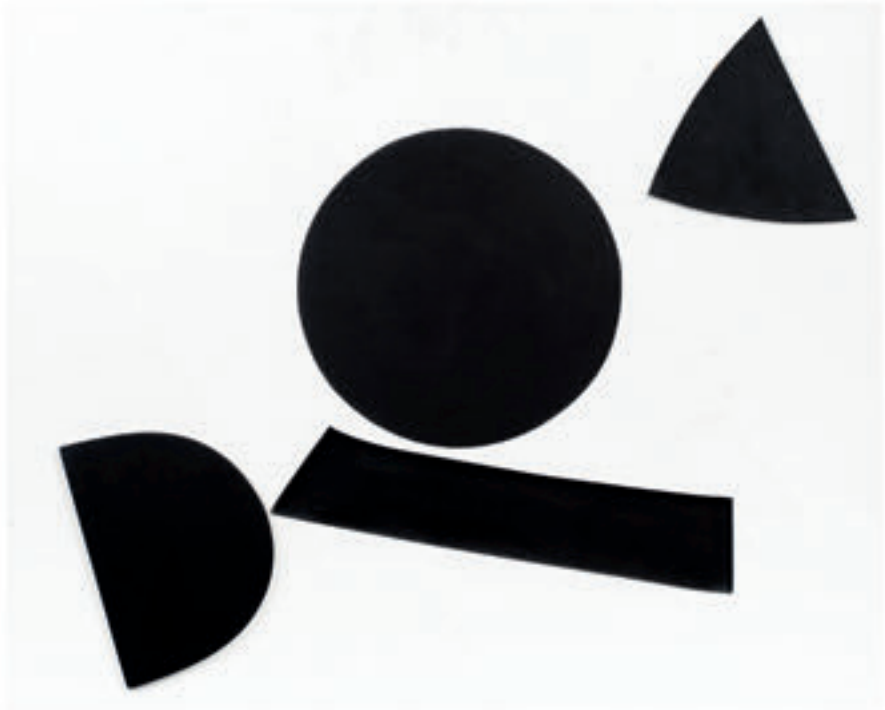
156 (detail)

157

157 * AR W

ALBERT IRVIN RA (BRITISH, BORN 1922)
Untitled
signed and dated 'Albert Irvin 1973' (verso),
oil on canvas
70 x 80 in. (177.7 x 203.2 cm.)

£5,000 - 7,000
€6,700 - 9,300



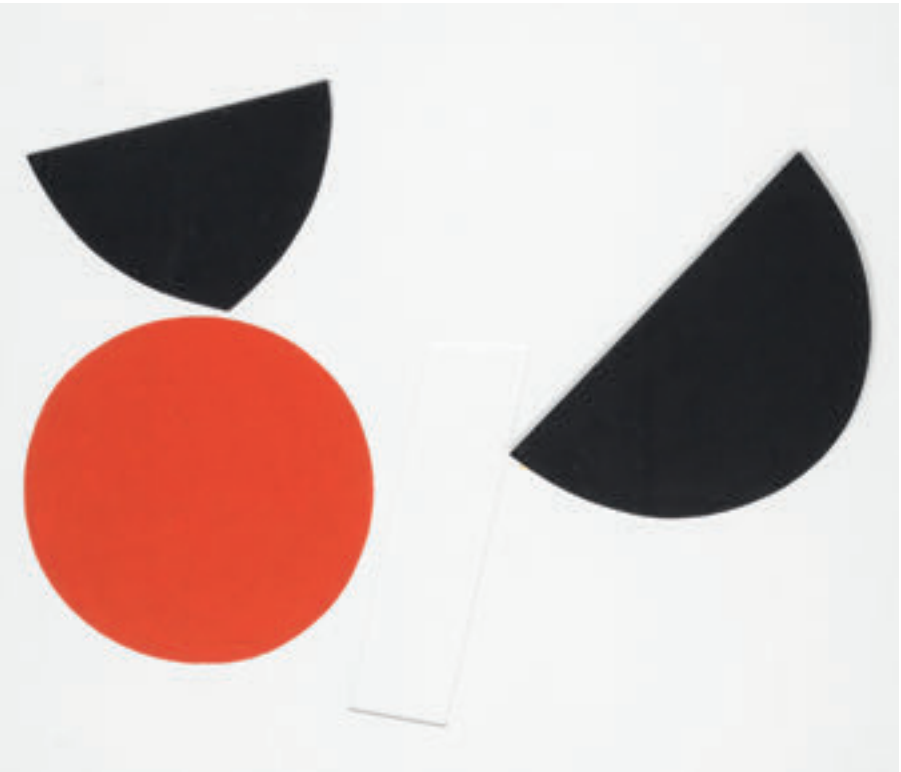
158

158 AR

ALAN REYNOLDS (BRITISH, BORN 1926)
'Black and white - winter rhythm'
titled, inscribed, signed and dated 'Reynolds 70' (on board verso),
emulsion paint on wood relief
50 x 61cm (19 11/16 x 24in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
The Artist, from whom acquired by
William and Edith Morgan
Thence by family descent to the present owner
Private Collection, U.K.



159

159 AR

ALAN REYNOLDS (BRITISH, BORN 1926)
Cosmic
titled, signed and dated 'Reynolds 73' (on board verso), emulsion paint on wood relief
35 x 40.5cm (13 3/4 x 15 15/16in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
With The Redfern Gallery

162

160

160 † AR

JOHN HOYLAND RA (BRITISH, 1934-2011)

Abstract, yellow and blue
signed and dated 'John Hoyland 1980' (lower right), acrylic on paper
76 x 56cm (29 15/16 x 22 1/16in).

£3,000 - 5,000
€4,000 - 6,700

161 † AR

JOHN HOYLAND RA (BRITISH, 1934-2011)

Abstract, blue and green
signed and dated 'John Hoyland 79' (lower right), acrylic on paper
76 x 56cm (29 15/16 x 22 1/16in).

£3,000 - 5,000
€4,000 - 6,700

162 † AR

JOHN HOYLAND RA (BRITISH, 1934-2011)

Abstract, red and blue
signed and dated 'John Hoyland 1980' (lower right), acrylic on paper
76 x 56cm (29 15/16 x 22 1/16in).

£3,000 - 5,000
€4,000 - 6,700

161

163

163 AR

PAULE VEZELAY (1892-1984)

Untitled (three shapes on orange)
signed and dated 'Vezelay 1979' (lower left and right), pastel
53 x 73cm (20 7/8 x 28 3/4in).

£1,500 - 2,000
€2,000 - 2,700

Provenance
With England & Co

Exhibited
England & Co, *Paule Vezelay: Paintings, drawings and prints 1930-1980*

164

164 AR

MAURICE COCKRILL R.A. (BRITISH, 1936-2013)

Portable Kingdom Series (Blue)
signed and dated 'Maurice Cockrill/1996' (on board verso), oil on board
50.5 x 61cm (19 7/8 x 24in).

£1,200 - 1,800
€1,600 - 2,400

165 AR

LOUIS LE BROCQUY H.R.H.A. (IRISH, 1916-2012)

Studies Towards an Image of W.B. Yeats
signed with initials and dated 'le B 75' (lower left)
watercolour
21.8 x 17.7 cm. (8 5/7 x 7 in.)

£5,000 - 7,000
€6,700 - 9,300

Provenance
With The Dawson Gallery, Dublin
Melanie Stewart
The family of the Artist
Private Collection, U.K.

Exhibited
Paris, Musee d'Art de la Ville, *Louis Le Brocquy, A La Recherche De Yeats*, 15 October-28 November 1976, cat.no.71
Albany, New York, New York State Museum, 1976
Edinburgh, Richard Demarco Gallery, *Festival Exhibition*, 1977, cat.no.46
Sligo, Sligo Art Gallery, Yeats Memorial Building, 12 August 1980

166 AR

LOUIS LE BROCQUY H.R.H.A. (IRISH, 1916-2012)

Peach
signed twice, titled and dated twice 'Le Brocquy 68/PEACH/L Le Brocquy 1968' (verso)
oil on board
14.9 x 17.4 cm. (5 7/8 x 6 7/8 in.)

£5,000 - 7,000
€6,700 - 9,300

Provenance
The family of the Artist
Private Collection, U.K.

165

166

167

167 AR

MARTIN BRADLEY (BRITISH, BORN 1931)
'Elle'
signed and dated 'Martin 1963' (lower left); inscribed 'Je t'aime en rose cherie' (canvas verso), oil on canvas
127.5 x 76cm (50 3/16 x 29 15/16in).

£1,200 - 1,800
€1,600 - 2,400

168 AR

MAGGI HAMBLING (BRITISH, BORN 1945)
Sunrise
signed and dated 'HAMBLING/'92' (on canvas verso),
oil on canvas
35.5 x 45.5cm (14 x 17 15/16in).

£2,000 - 3,000
€2,700 - 4,000

Provenance
Purchased direct from the artist by the present owner in 1993

168

169

169 AR

EDWARD MIDDLEDITCH (BRITISH, 1923-1987)

Flower painting
signed 'Edward Middleditch' (on canvas verso), oil on canvas
56 x 66cm (22 1/16 x 26in).

£1,000 - 1,500
€1,300 - 2,000

Provenance
Sale, Holloway's Banbury, *Julian Hartnoll - The Artmonger Sale*, February 2012

170

170 AR

DERRICK GREAVES (BRITISH, BORN 1927)

Evening Star - Vase
titled, signed and dated 'derrick greaves 1970' (verso), oil on canvas
122 x 173cm (48 1/16 x 68 1/8in).

£2,000 - 3,000
€2,700 - 4,000

171

171 AR

GEOFFREY KEY (BRITISH, BORN 1941)

Woman with bowl of fruit
signed and dated 'G KEY/90.' (lower left),
mixed media on paper
88 x 60cm (34 5/8 x 23 5/8in).

£1,500 - 2,000
€2,000 - 2,700

172 AR

GEOFFREY KEY (BRITISH, BORN 1941)

'African Mask'
signed and dated 'GKEY 05' (lower left);
further titled, signed and dated (on canvas
and stretcher verso), oil on canvas
51 x 61cm (20 1/16 x 24in).

£3,000 - 5,000
€4,000 - 6,700

172

173

173 AR

P.J. CROOK (BRITISH, BORN 1945)

'The Troubadours'
signed 'PJ Crook' (lower right); further signed, titled, dated 2009 (verso), acrylic on canvas
151 x 105.5cm (59 7/16 x 41 9/16in).(including painted frame)

£4,000 - 6,000
€5,300 - 8,000

174

174 AR

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

'Black Striped Tulips Red'
signed and dated 'Fedden 1987' (lower left); further signed and titled on artist's label (verso), oil on board
40.5 x 30cm (15 15/16 x 11 13/16in).

£5,000 - 7,000
€6,700 - 9,300

Provenance
With Beaux Arts

175

175 AR
MARY FEDDEN R.A. (BRITISH, 1915-2012)
Sunset, Gozo
signed and dated 'Fedden 1963' (lower left); titled 'SUNSET.GOZO' (on a label verso)
oil on canvas
50.8 x 60.9 cm. (20 x 24 in.)

£5,000 - 7,000
€6,700 - 9,300

Provenance
Sale; Sotheby's, London, 6 October 1993, lot 210
George McClelland Collection
With Trinity Gallery, London

End of Sale

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TWELVE PAINTINGS BY JACK VETTRIANO

Tuesday 31 March 2015 at 6pm
Edinburgh

JACK VETTRIANO OBE HON LLD (BRITISH, BORN 1951)
The Road to Nowhere
signed 'VETTRIANO' (lower right)
oil on canvas
81 x 71 cm. (31 7/8 x 27 15/16 in.)
£150,000 - 200,000

VIEWINGS
New York (Sale Highlights)
9 - 13 March, 9am to 4pm

New Bond Street, London
24 - 25 March, 9am to 4.30pm

Edinburgh
27 March, 10am to 4pm
29 March, 2pm to 4pm
30 - 31 March, 10am to 4pm

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areti.chavale@bonhams.com

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bonhams.com/scottishart

MODERN BRITISH AND IRISH ART

Wednesday 10 June 2015

JOHN NASH R.A.
(BRITISH, 1893-1977)
Ipswich Docks
50.7 x 77.2 cm. (20 x 30 in.)
£18,000 - 25,000

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Closing date for entries
Friday 24 April 2015

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a *Lot*

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

Estimates

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

Condition Reports

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

The *Seller's* responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

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

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

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

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

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer*'s *Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer*'s *Agreement*, a premium (the *Buyer*'s *Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. 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 *Buyer*s 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 *Expense*s 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/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

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

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

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

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

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

Licensing Requirements
Firearms Act 1968 as amended
Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

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

18. FURNITURE

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

19. JEWELLERY

˜ 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 *Estimate*s 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 *Buyer*s 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 *Description*s 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 *Description*s 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. *Buyer*s 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.

≈ 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.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

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

2 SELLER'S UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue,* the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot;*

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with *the Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on 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.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

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

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

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

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

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

10 MISCELLANEOUS

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

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

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

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

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

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

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

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

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

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

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website,* or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or E*stimate*, 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 *Lot*s have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expense*s we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 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.

9 FORGERIES

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement,* the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".
"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.
"Business" includes any trade, *Business* and profession.
"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".
"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).
"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.
"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.
"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of *the Seller*.
"Conditions of Sale" the *Notice to Bidders, Contract for Sale, Buyer's Agreement* and Definitions and Glossary.
"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.
"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lot*s to be offered for *Sale* by *Bonhams*.
"Contract for Sale" the *Sale* contract entered into by the *Seller* with *the Buyer* (see Appendix 1 in the *Catalogue*).
"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.
"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).
"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale,* storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer,* plus *VAT* if applicable.
"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot.* A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot,* where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot.*
"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales,* a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.
"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer.*
"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).
"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sale*s 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 *Estimate*s 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 *Catalogue*s.
"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses.*
"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams.*
"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission,* any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.
"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".
"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.
"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
"Storage Contractor" means the company identified as such in the *Catalogue.*
"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.
"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.
"Website" *Bonhams Website* at www.bonhams.com
"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams*' instructions to sell a *Lot*.
"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
"bailee": a person to whom goods are entrusted.
"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.
"knocked down": when a *Lot* is sold to a *Bidder,* indicated by the fall of the hammer at the *Sale.*
"lien": a right for the person who has possession of the *Lot* to retain possession of it.
"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
"title": the legal and equitable right to the ownership of a *Lot*.
"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-

(a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and

(b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:

(a) the seller;

(b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;

(c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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Golf Sporting Memorabilia
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Irish Art
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Impressionist & Modern Art
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India Phillips
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